



City of Greensboro
City Council
Agenda Item

TITLE: Ordinance annexing territory to the corporate limits – 9.626 acres on Stone Village Road

Department:	Planning	Current Date:	3/22/06
Contact 1:	Alec MacIntosh	Public Hearing:	Yes, at 4/4/06 Council meeting
Phone:	373-2747	Advertising Date:	
Contact 2:	Dick Hails	Advertised By:	
Phone:	373-2922	Authorized Signature:	<i>Alexander F. MacIntosh</i>
Attachments:	Attachment A: "PL(P)06-14" map		

PURPOSE:

Koury Ventures Limited Partnership has petitioned the City for satellite annexation of its property located on the east side of Stone Village Road. The City Council is required to hold a public hearing on this petition before considering its approval.

BACKGROUND:

The property covered by this satellite annexation petition is surrounded by previous satellite annexations in this part of Grandover. The property is in Tier 1, the Current Growth Area (0-10 years), on the Growth Strategy Map in the Comprehensive Plan. It is to be occupied by townhouses.

This is the twenty-seventh petition received in the Grandover development. The total area covered by previous petitions is 688.35 acres. With this request, the cumulative total becomes 697.98 acres.

City water and sewer service are already installed to the property. The provision of other City services would be similar to their provision to the previous satellite annexations nearby.

BUDGET IMPACT:

Initial service will be absorbed in the budget, but future service will have an incremental effect on future budgets.

RECOMMENDATION/ACTION REQUESTED:

The Planning Board made a blanket recommendation in 1993 for approval of all future annexation petitions at Grandover.

CITY COUNCIL

April 4, 2006

ATTACHMENT A

PROPOSED ANNEXATION
Stone Village Rd @ Grandover
9.626 Acres

PL(P)06-14



1"=300'
SHEET
270

GRANDOVER PKWY
I-85 HWY
I-85

WEYBRIDGE

ACC LN



City of Greensboro
City Council
Agenda Item

TITLE: Ordinance annexing territory to the corporate limits – 21.267 acres north of Hines Chapel Road

Department:	Planning	Current Date:	3/22/06
Contact 1:	Alec MacIntosh	Public Hearing:	Yes, at 4/4/06 Council meeting
Phone:	373-2747	Advertising Date:	
Contact 2:	Dick Hails	Advertised By:	
Phone:	373-2922	Authorized Signature:	<i>Alexander F. MacIntosh</i>
Attachments:	Attachment A: "PL(P)06-09" map		

PURPOSE:

Anita C. Britt and David and Diane B. Allred have petitioned the City for satellite annexation of their properties located north of Hines Chapel Road. The City Council is required to hold a public hearing on this petition before considering its approval.

BACKGROUND:

This property is immediately south of a previous satellite annexation (Manchester subdivision) on McKnight Mill Road. This property is within the Tier 1 Growth Area (0-10 years) on the Growth Strategy Map in the Comprehensive Plan.

There is an 8-inch City water line stubbed to the property line by Manchester. There is an 8-inch sewer line ending near the southwest corner of Manchester. The prospective use is single family residential, with a maximum of 80 homes.

Fire service can be provided to this property with moderate difficulty via expansion of an existing contract with the rural fire department already contracted to respond to the previous satellite annexations nearby. The Police Department estimates moderate impact at full build out, with a potential demand for 0.61 officers. Other City services can be provided in a manner similar to their provision to the previous satellite annexations nearby.

BUDGET IMPACT:

Initial service will be absorbed in the budget, but future service will have an incremental effect on future budgets.

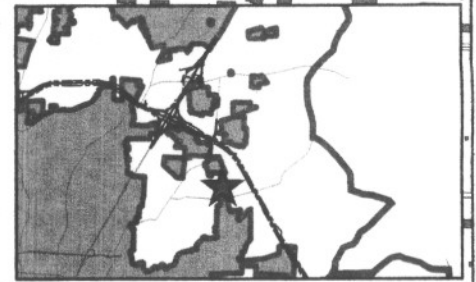
RECOMMENDATION/ACTION REQUESTED:

The Technical Review Committee recommended this annexation to the Planning Board and to City Council.

Approval of annexation of this property was recommended to City Council by the Planning Board at its February, 2006, meeting on a vote of 5-0 (Fox, Koonce, Landau, Marks, McIntyre).

CITY COUNCIL
April 4, 2006

ATTACHMENT A



PROPOSED ANNEXATION
North of 3203-3207 & 3215 Hines Chapel Rd
TAX MAP: Part 4-191-A-461-01, 16, 02, & 03
21.267 ACRES

PL(P)06-09

CHICORY LN

MCKNIGHT MILL RD

HINES CHAPEL RD



1"=600'
SHEET
131



City of Greensboro
City Council
Agenda Item

TITLE: Connections 2025 Comprehensive Plan Generalized Future Land Use Map Amendment

Department:	Planning	Current Date:	March 20, 2006
Contact 1:	Heidi Galanti	Public Hearing:	April 4, 2006
Phone:	574-3576	Advertising Date:	March 24 and March 31, 2006
Contact 2:	Bill Ruska	Advertised By:	City Clerk
Phone:	373-2748	Authorized Signature:	<i>PenHill</i>
Attachments: Attachment A: Map of the Comprehensive Plan amendment Attachment B: A copy of the staff report for the Comprehensive Plan amendment and rezoning request The staff report is provided in this packet for the Comprehensive Plan amendment CP-06-09 and the rezoning request PL(Z) 06-20.			

PURPOSE:

Charles P. Truby applied for an amendment to the *Connections 2025 Comprehensive Plan Growth Strategy Map* (Figure 4-3) from the Growth Tier 2 (Intermediate Growth Tier) to Growth Tier 1 (Current Growth Area) and for an amendment to the Generalized Future Land Use Map (Figure 4-2) to establish the Moderate Residential land use classification for a portion of the property located north of Hines Chapel Road and east of McKnight Mill Road.

The City Council will conduct a public hearing to receive public comment and consider action on this amendment.

BACKGROUND:

This request for a Connections 2025 Map amendments is directly related to a rezoning request for this same area. See attachments for more information.

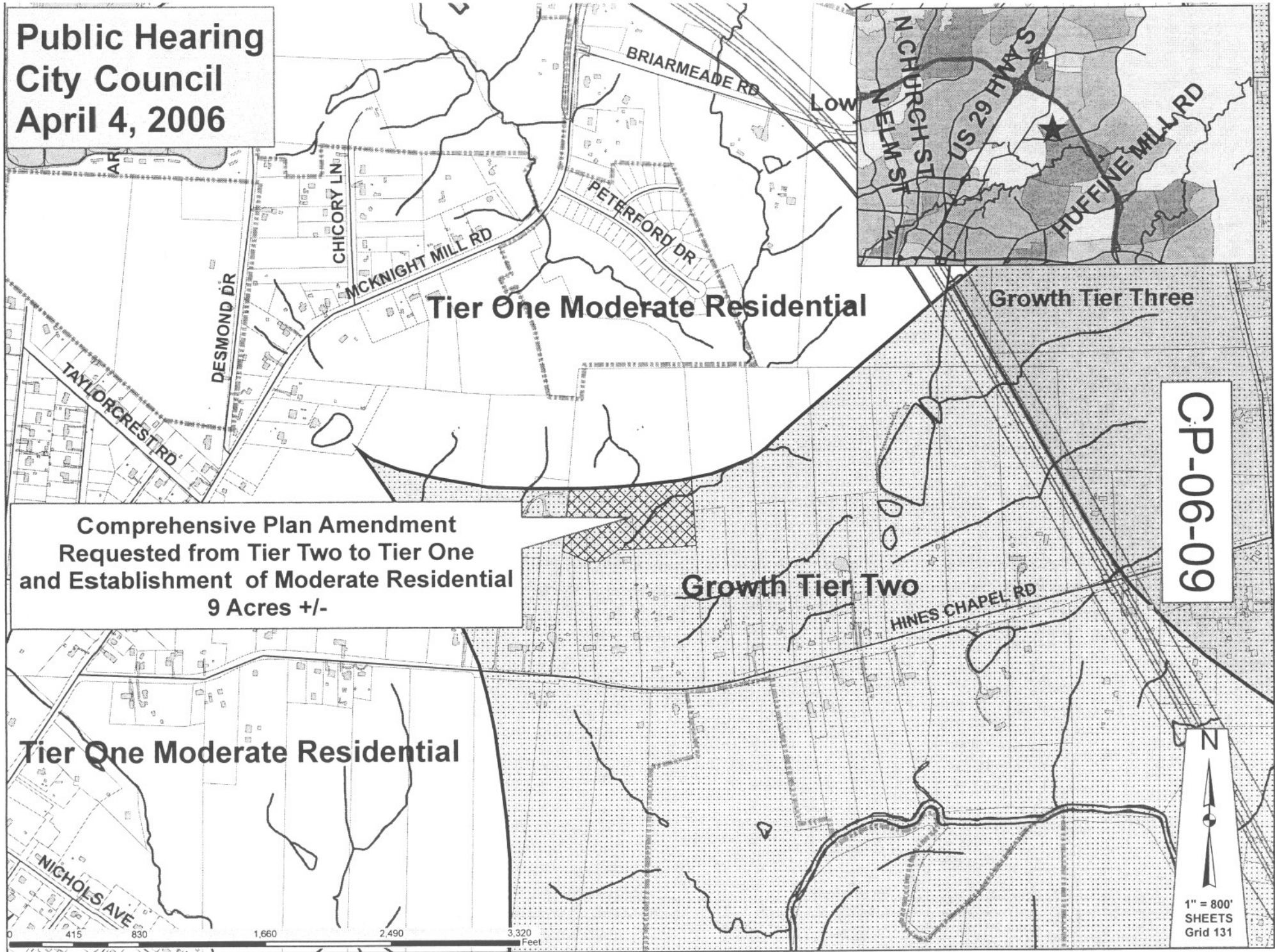
BUDGET IMPACT:

N/A

RECOMMENDATION / ACTION REQUESTED:

The Planning Department recommends approval of this ordinance.

**Public Hearing
City Council
April 4, 2006**



**Attachment B
(CP-06-09)**

**City of Greensboro Planning Department
Zoning Staff Report and
Plan Amendment Evaluation
March 13, 2006 Public Hearing**

The information provided in this staff report has been included for the purpose of reviewing proposed zoning changes. Since the zoning process does not require a site plan, there may be additional requirements placed on the property through the Technical Review Committee process to address subdivision and development regulations.

Item: D
Location: 3205, 3207 & 3215 Hines Chapel Road (North of Hines Chapel Road and southeast of McKnight Mill Road)

Applicant: Builders Land, Inc.
Owner: Anita C. Britt, David & Dianne Allred

Growth Strategy Map

From: Tier Two
To: Tier One

GFLUM

From: No Designation
To: Moderate Residential

Zoning

From: County AG
To: City CD-RS-7

Conditions: 1) All uses allowed in the RS-7 zoning district.
2) A maximum of 80 residential lots.

SITE INFORMATION	
Maximum Developable Units	80
Net Density	Unable to Determine
Existing Land Use	Undeveloped
Acreage	21.267
Physical Characteristics	Topography: Rolling / Steep slopes Vegetation: Wooded Other: N/A
Overlay Districts	N/A
Historic District/Resources	N/A
Generalized Future Land Use	Moderate Residential
Other	N/A

SURROUNDING ZONING AND LAND USE		
Location	Land Use	Zoning
North	Manchester Subdivision	RS-12
South	Rural Single Family	AG County
East	Undeveloped	AG County
West	1 Single Family Dwelling	AG County

ZONING HISTORY		
Case #	Year	Request Summary

DIFFERENCES BETWEEN AG (EXISTING) AND CD-RS-7 (PROPOSED) ZONING DISTRICTS
AG: Primarily intended to accommodate uses of an agricultural nature including farm residences and farm tenant housing. It also accommodates scattered nonfarm residences on large tracts of land. It is not intended for major residential subdivisions.
CD-RS-7: Primarily intended to accommodate high density single family detached dwellings in developments where public water and sewer service is required. The overall gross density will typically be 5.0 units per acre or less.

TRANSPORTATION	
Street Classification	Whitworth Drive – Local Street.
Site Access	The only access is via Whitworth Drive.
Traffic Counts	None available.
Trip Generation	N/A.
Sidewalks	Requirement per Development Ordinance. A 6' sidewalk w/ a 4' grass strip is required along both sides of thoroughfares. A 5' sidewalk w/ a 3' grass strip is required along all other streets.
Transit	No.
Traffic Impact Study	Not required per TIS Ordinance.
Street Connectivity	N/A.
Other	N/A.

ENVIRONMENTAL REVIEW	
Water Supply Watershed	N/A, Site drains to North Buffalo Creek
Floodplains	N/A
Streams	Blue line stream is considered a perennial stream. Blue line stream runs west to east along northern edge of property. Other streams have not been identified at this time. If other streams are determined to be perennial then appropriate buffer will be required. 50' buffer (each side of the stream) measured from top of bank, top of steep slope or edge of wetlands (whichever produces a greater buffer). The restrictions within the buffer are as follows: first 15' must remain undisturbed and next 35' built upon area limit of 50% no occupied structures are allowed.
Other	N/A

LANDSCAPING REQUIREMENTS	
Location	Required Planting Yard Type and Rate
North	N/A
South	N/A
East	N/A
West	N/A

CONNECTIONS 2025 COMPREHENSIVE PLAN POLICIES

Connections 2025 Written Policies:

Growth at the Fringe Goal: Provide a development framework for the fringe that guides sound, sustainable patterns of land use, limits sprawl, protects rural character, evidences sound stewardship of the environment, and provides for efficient provision of public services and facilities as the City expands. Development will increase density and mix land uses at a pedestrian scale with sidewalks, bikeways, and where possible, public transit.

POLICY 4G.1: Promote compact development.

Housing and Neighborhoods Goal: Meet the needs of present and future Greensboro citizens for a choice of decent, affordable housing in stable, livable neighborhoods that offer security, quality of life, and the necessary array of services and facilities.

POLICY 6A.2: Promote mixed-income neighborhoods.

POLICY 6C: Promote the diversification of new housing stock to meet the needs of all citizens for suitable, affordable housing.

Connections 2025 Map Policies:

The area requested for rezoning lies within the following map classifications:

Existing:

Tier One (Current Growth Area): Where infrastructure systems are in place, can be economically provided and/or will be proactively extended and where continued annexation and consolidation of the City's development pattern shall be encouraged over the next ten years.

Moderate Residential (6-12 d.u./acre): This category accommodates housing types ranging from small-lot, single-family detached and attached single-family dwellings such as townhomes to moderate density, low-rise apartment dwellings.

Proposed:

Tier Two (Intermediate Growth Area): Where growth, annexation, and the extension of public facilities is anticipated in 10 to 20 years, and where premature, fragmented, leapfrog, or inefficient development shall be discouraged by the City and County.

Moderate Residential (6-12 d.u./acre): This category accommodates housing types ranging from small-lot, single-family detached and attached single-family dwellings such as townhomes to moderate density, low-rise apartment dwellings.

COMPREHENSIVE PLAN AMENDMENT HISTORY		
Case #	Date	Request Summary
CP-06-06	March 21, 2006	A similar request located along McKnight Mill Road, just to the west of this site is currently under review and will be decided by City Council on March 21, 2006.

APPLICANT STATED REASONS FOR REQUEST

Explain in detail why the change is needed and a justification for such a change:

Half of the subject property is already within Tier 1 on the Growth Strategy Map and Moderate Residential on the Generalized Future Land Use Map. The remaining property should have the

same designation (Moderate Density Residential) as that property currently designated as such. Sewer is available to all of the property via a gravity sewer line that will be installed to the McKnight Mill Road Lift Station.

Explain in detail the conditions that you think may warrant a Plan Amendment (i.e. unforeseen circumstances or the emergence of new information, unanticipated changes in development pattern, rezonings, transportation improvements, economic opportunities, changes in socioeconomic conditions, etc.):

The McKnight Mill Road lift station was being constructed at the time that the land use plan was being prepared. It appears that an approximate sewer service area was anticipated leaving a portion of this property outside this area when in fact all of this property can be sewerred. In light of this, it is appropriate to add this property to Tier 1 on the Growth Strategy Map and Moderate Residential on the Generalized Future Land Use Map which is consistent with the surrounding properties.

COMPREHENSIVE PLAN ANALYSIS

Need for the Proposed Change:

Most of this property is within the Tier One Growth Area on the Growth Strategy Map in the Comprehensive Plan. The entire site can be developed and served by city services. This request is compatible with the Moderate Residential land use classification on the Generalized Future Land Use Map of Connections 2025.

Effect of the proposed Change on the Need for City Services and Facilities (e.g. roadway level of service, traffic counts, planned road improvements, transit, accidents statistics, and environmental constraints such as; location within a Water Supply Watershed, floodplain, streams):

There is an 8-inch City water line stubbed to the property by Manchester and an 8-inch sewer line ending near the southwest corner of Manchester.

Fire service can be provided to this property with moderate difficulty via expansion of an existing contract with the rural fire department already contracted to respond to the previous satellite annexations nearby.

The Police Department estimates moderate impact at full buildout, with a potential demand for 0.61 officers.

Other City services can be provided in a manner similar to their provision to the previous satellite annexations nearby.

Implications, if any, the Amendment may have for Other Parts of the Plan:

Due to the recent construction of a new lift station, staff may need to reevaluate the ability to serve this general basin area with all city services and determine if a larger tier change is needed.

Unforeseen Circumstances or the Emergence of New Information (e.g. significant economic opportunity in Tier 2 or 3):

The McKnight Mill lift station was constructed for the development of the Briarmeade subdivision which is located northeast of this request. The lift station was built to serve the basin which generally covers the area bounded by US29 to the west, HiCone Road to the north, Rankin Mill Road to the east and Hines Chapel Road to the south. However, there is a small ridgeline that makes the southeast corner of this basin difficult to serve.

COMPREHENSIVE PLAN MONITORING COMMENTS

The Monitoring Committee met on March 6, 2006, and made the following comments concerning this request:

- We need to be cautious with changing the Tiers to be sure we are not talking away from areas that the infrastructure was designed to serve;
- This area was in transition at the time the Plan was adopted and maybe now that the lift station has been installed, the Tier should be amended in this area to reflect what now can be served;
- The Monitoring Committee asked staff to add this area to the list of annual staff initiated amendments; and
- We are not trying to undermine the Plan, but in this case the infrastructure is now available to serve the proposed development.

CONFORMITY WITH OTHER PLANS

The following aspects of relevant plans may be applicable in this case:

City Plans: N/A

Other Plans: N/A

STAFF COMMENTS

Planning: This property is immediately south of a previous satellite annexation (Manchester Subdivision) on McKnight Mill Road.

The northern portion of this property is within the Tier One Growth Area on the Growth Strategy Map in the Comprehensive Plan.

This request is consistent with the Growth at the Fringe Goal and the Housing and Neighborhoods Goal of Connections 2025 as described above. Furthermore, this proposal meets the Comprehensive Plan policies of promoting mixed-income neighborhoods, promoting diversification of new housing stock, and promoting compact development.

GDOT: No additional comments.

Water Resources: Possibility of wetlands on site. Any wetland disturbance and or stream crossing / disturbance must be permitted by the State and the Corps of Engineers. All the approvals must be obtained prior to any disturbance. Channels that carry public water require a Drainage Maintenance and Utility Easement (DMUE). The width depends on the runoff that the channels carry.

STAFF RECOMMENDATION

Based on all the information contained in this report, the Planning Department recommends approval of the Comprehensive Plan amendment to the Tier One Growth Area, the establishment of the Moderate Residential land use classification, and approval of original zoning to Conditional District – RS-7 Residential Single Family primarily due to:

- Provides a diversification of new housing stock;
- Promotes mixed-income neighborhoods;
- Promotes compact development; and
- It can be served with water, sewer and other city services.



City of Greensboro
City Council
Agenda Item

TITLE: Establishment of Original Zoning for Property Located North of Hines Chapel Road Southeast of McKnight Mill Road

Department:	Planning Department	Current Date:	March 21, 2006
Contact 1:	Richard Hails	Public Hearing:	April 4, 2006
Phone:	373-2922	Advertising Date:	March 24 and 31, 2006
Contact 2:	Bill Ruska	Advertised By:	City Clerk
Phone:	373-2748	Authorized Signature:	<i>RWHails</i>

Attachments: Attachment A: Vicinity Map (PL(Z) 06-20)
Attachment B: Minutes of March 13, 2006 Zoning Commission Meeting
Attachment C: Zoning Staff Report (**Attached to Comprehensive Plan Amendment CP-06-09 Agenda Item**)

PURPOSE:

Builders Land, Inc. applied for the establishment of original zoning from County Zoning Agricultural to City Zoning Conditional District – RS-7 Residential Single Family for property located north of Hines Chapel Road southeast of McKnight Mill Road. The Zoning Commission considered this application on March 13, 2006. The City Council will conduct a public hearing to consider this application.

BACKGROUND:

The Zoning Commission voted 8 to 0 to recommend approval of this request.

There was one speaker in favor of and no speakers in opposition to this proposal (see Attachment B: Minutes of March 13, 2006 Zoning Commission Meeting).

This Conditional District – RS-7 original zoning application contains the following conditions:

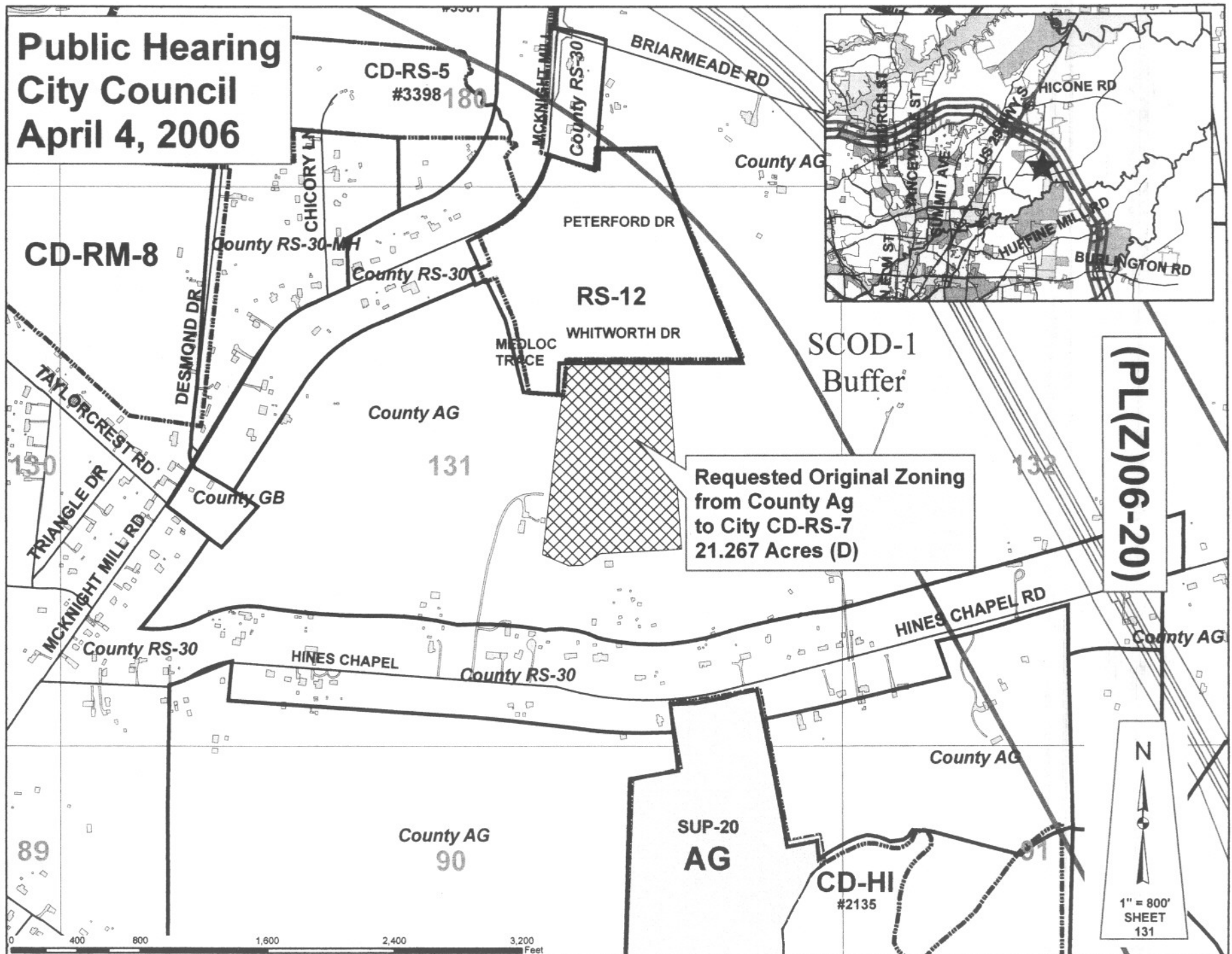
- 1) Uses: All uses allowed in the RS-7 zoning district.
- 2) A maximum of 80 residential lots.

A vicinity map of the proposed original zoning is attached and a copy of the Staff Report is attached to the Agenda Item for Comprehensive Plan Amendment CP-06-09.

RECOMMENDATION / ACTION REQUESTED:

The Planning Department recommends approval of this ordinance.

**Public Hearing
City Council
April 4, 2006**



ATTACHMENT B

MINUTES OF MARCH 13, 2006 ZONING COMMISSION MEETING (PL(Z) 06-20)

Mr. Ruska presented a map showing the subject property, as well as surrounding properties. He also presented slides of the subject property and noted issues in the staff report.

Chair Wolf opened the public hearing.

Mr. Chuck Truby, 502 Waycross Drive, said this is an extension of a subdivision that is currently being built called Manchester. Wyland Homes is the present builder. Builders Land, Inc., is a developer. They were able to obtain this additional 21 acres under contract to make an extension of Manchester. The main access to this property will be from McKnight Mill Road. The lots proposed are the same size as in Manchester. Everything is the same. So basically it is just an extension of that same subdivision.

There was no one else to speak to this request and Chair Wolf closed the public hearing.

Mr. Hails said, as noted, there is a Comp Plan Amendment that accompanies this request. It has nothing to do with the land uses, but has to do with the Tier category. However, the GFLUM west of this location shows moderate residential, which staff thinks is generally appropriate to the density of fewer than 4 units per acre suggested with this request. Staff believes it supports other Comp Plan policies, such as new housing stock, mixed income neighborhoods and compact development. The context here, as noted, is there has been a substantial amount of residential development and a number of rezonings that the Commission has seen in the past year out in the McKnight Mill corridor here. It is a strategic location between US 29 and the future Urban Loop and staff thinks seeing it develop at urban low and moderate densities is appropriate to the area. As such, staff recommends approval of the request.

Ms. Shipman recommended approval, stating the Greensboro Zoning Commission believes that its action to approve the zoning amendment, located north of Hines Chapel Road from County Zoning AG to City Zoning CD-RS-7, to be consistent with the adopted Connections 2025 Comprehensive Plan and considers the action taken to be reasonable and in the public interest for the following reasons: It meets the needs of present and future citizens for a choice of decent, affordable housing in stable, livable neighborhood (Housing and Neighborhoods Goal). It promotes compact development. It promotes mixed-income neighborhoods. It promotes the diversification of new housing stock. Mr. Collins seconded the motion. The Commission voted unanimously 8-0 in favor of the motion. (Ayes: Wolf, Collins, Gilmer, Matheny, Miller, Schneider, Shipman, Spangler. Nays: None.)



City of Greensboro
City Council
Agenda Item

TITLE: Connections 2025 Comprehensive Plan Generalized Future Land Use Map Amendment

Department:	Planning	Current Date:	March 20, 2006
Contact 1:	Heidi Galanti	Public Hearing:	April 4, 2006
Phone:	574-3576	Advertising Date:	March 24 and March 31, 2006
Contact 2:	Bill Ruska	Advertised By:	City Clerk
Phone:	373-2748	Authorized Signature:	<i>RW Hail</i>

Attachments:

Attachment A: Map of the Comprehensive Plan amendment
Attachment B: A copy of the staff report for the Comprehensive Plan amendment and rezoning request

The staff report is provided in this packet for the Comprehensive Plan amendment CP-06-07 and the rezoning request PL(Z) 06-19.

PURPOSE:

Stephen Marks applied for an amendment to the *Connections 2025 Comprehensive Plan Generalized Future Land Use Map* (Figure 4-2) from the Low Residential to the Commercial land use classification for a portion of the property located on the south side of New Garden Road East, east of Lawndale Drive.

The City Council will conduct a public hearing to receive public comment and consider action on this amendment.

BACKGROUND:

This request for a Connections 2025 Generalized Future Land Use Map amendment is directly related to a rezoning request for this same area. See attachments for more information.

BUDGET IMPACT:

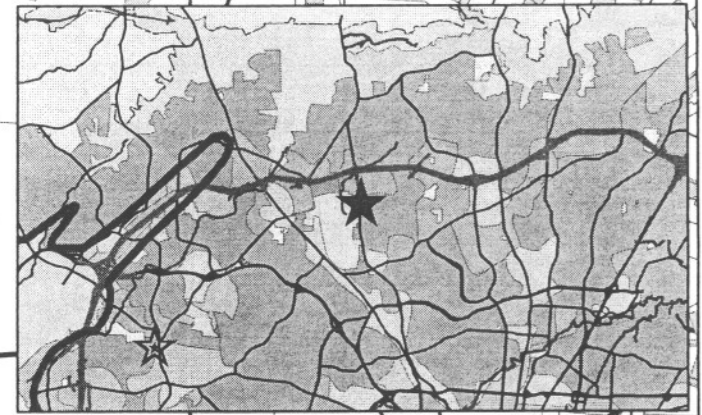
N/A

RECOMMENDATION / ACTION REQUESTED:

The Planning Department recommends approval of this ordinance.

**Public Hearing
City Council
April 4, 2006**

Moderate Residential



**Comprehensive Plan Amendment
Requested from Low Residential
to Commercial
0.461 Acres**

Major Parks/Open Space

Commercial

Low Residential

CP-06-07

ORMAN RD

NEW GARDEN RD E

CANYONBALL RD

MUSKET LN

LAKE JEANETTE RD

THREE MEADOWS RD

CALVIN WILEY DR

UNPAVED PRIVATE DR

LAWDALE DR

RIDGEDA

MIN



1" = 800'
SHEETS
124, 125,
173, 174

0 225 450 900 1,350 1,800 Feet

**Attachment B
(CP-06-07)**

**City of Greensboro Planning Department
Zoning Staff Report and
Plan Amendment Evaluation
March 13, 2006 Public Hearing**

The information provided in this staff report has been included for the purpose of reviewing proposed zoning changes. Since the zoning process does not require a site plan, there may be additional requirements placed on the property through the Technical Review Committee process to address subdivision and development regulations.

Item: B
Location: 2504 New Garden Road East (South side of New Garden Road East, east of Lawndale Drive)

Applicant: Stephen Marks
Owner: Stephen and Sigrid Marks

GFLUM
From: Low Residential
To: Commercial

Zoning
From: CD-GB
To: CD-GB

- Conditions:**
- 1) Uses: All uses permitted in the General Business zoning district except the following: Billiard Parlors, Fortune Tellers, Automobile Rental or Leasing, Automobile Services (major or minor), Banks, Hotels/Motels, Convenience Stores with fuel pumps, Restaurants with drive-thru, Service Stations, Bars, Kennels, and Veterinary Services.
 - 2) Exterior building materials shall consist primarily of brick, split block, stone or stucco.
 - 3) Building shall be limited to one story.

SITE INFORMATION	
Maximum Developable Units	N/A
Net Density	N/A
Existing Land Use	Vacant building
Acreage	0.461
Physical Characteristics	Topography: Generally flat Vegetation: Grass Other: N/A
Overlay Districts	N/A
Historic District/Resources	N/A
Generalized Future Land Use	Low Residential
Other	N/A

SURROUNDING ZONING AND LAND USE		
Location	Land Use	Zoning
North	Vacant, wooded land	RS-12
South	Property has been graded & is under development for commercial enterprise	CD-GB (#3378)
East	Single family detached dwelling & accessory building	CD-LI
West	Convenience store with gas pumps	LB

ZONING HISTORY		
Case #	Year	Request Summary
1868-4	1984	Subject property was annexed and zoned CU-LI.
2358	1993	Subject property was rezoned from CU-LI to CU-LI by Zoning Commission.
2373	1993	Subject property was rezoned from CU-LI to CU-GB by Zoning Commission.
2622	1997	Subject property was rezoned from CU-GB to CU-GB by Zoning Commission (see Staff Comments for additional details).

DIFFERENCES BETWEEN CD-GB (EXISTING) AND CD-GB (PROPOSED) ZONING DISTRICTS
<p>CD-GB: GB Districts are primarily intended to accommodate a wide range of retail, service, and office uses. The district is typically located along thoroughfares in areas which developed with minimal front setbacks. The existing conditional district zoning permits recording studios, business offices, and wholesale & retail sales of music items; professional offices; counseling services; and contractors with no outside storage.</p> <p>CD-GB: The proposed conditional district zoning would expand the number of permitted uses with certain uses excluded such as automobile repair services, convenience stores, restaurants with drive-thru, and service stations. See Conditions for complete list of excluded uses and other property restrictions.</p>

TRANSPORTATION	
Street Classification	New Garden Road East – Collector Street.
Site Access	Existing.
Traffic Counts	None available.
Trip Generation	N/A.
Sidewalks	N/A.
Transit	Yes.
Traffic Impact Study	Not required per TIS Ordinance.
Street Connectivity	N/A.
Other	N/A.

ENVIRONMENTAL REVIEW	
Water Supply Watershed	Yes, Site drains to Greensboro Watershed WS III
Floodplains	N/A
Streams	N/A
Other	Maximum percentage of built upon area per watershed density is 70%. Low density development is for sites where the proposed built upon area is from 0-24% of the total site acreage and high density development is from 24-70%. If high density development is proposed all the built upon area must drain and get treated by a State approved device (pond or similar).

LANDSCAPING REQUIREMENTS	
Location	Required Planting Yard Type and Rate
North	N/A
South	N/A
East	N/A
West	N/A

CONNECTIONS 2025 COMPREHENSIVE PLAN POLICIES

Connections 2025 Written Policies:

Growth at the Fringe Goal: Provide a development framework for the fringe that guides sound, sustainable patterns of land use, limits sprawl, protects rural character, evidences sound stewardship of the environment, and provides for efficient provision of public services and facilities as the City expands. Development will increase density and mix land uses at a pedestrian scale with sidewalks, bikeways, and where possible, public transit.

Economic Development Goal: Promote a healthy, diversified economy with a strong tax base and opportunities for employment, entrepreneurship and for-profit and non-profit economic development for all segments of the community, including under-served areas such as East Greensboro.

POLICY 7C: Ensure that city land use policies and regulations allow for an adequate supply of land to accommodate economic development.

POLICY 7C.1: Ensure that adequate land is zoned and has infrastructure available for the various stages of business development.

POLICY 7C.3: Identify brownfield sites and ***underutilized/abandoned properties and buildings*** and expedite opportunities for development.

Connections 2025 Map Policies:

The area requested for rezoning lies within the following map classifications:

Existing:

Low Residential (3-5 d.u./acre): This category includes the City's predominantly single-family neighborhoods as well as other compatible housing types that can be accommodated within this density range. Although there are some existing residential areas in the City developed on lots greater than 1/3 acre, future residential developments and "conventional" subdivisions should generally maintain a gross density of no less than three dwellings per acre, except where environmental constraints (e.g., the Watershed Critical Area) prevent such densities from being achieved. Compact developments that include clustered, small lots with substantial retained open space are encouraged.

Proposed:

Commercial: This designation applies to large concentrations of commercial uses, such as recently constructed major shopping centers and "big box" retail. Such properties may not be expected to undergo redevelopment or a change in use over the plan horizon, and the immediate areas in which they are located may not be suitable for the introduction of mixed uses. While some new commercial centers are anticipated, in general new retail and commercial service uses will be encouraged within more diversified mixed-use centers rather than as stand-alone shopping centers or expanding highway commercial "strips."

COMPREHENSIVE PLAN AMENDMENT HISTORY		
Case #	Date	Request Summary
CP-05-06	8/1/05	An area of approximately 1 acre on the east side of Lawndale Drive south of New Garden Road East was amended from Low Residential to Commercial.

APPLICANT STATED REASONS FOR REQUEST

Explain in detail why the change is needed and a justification for such a change:

I have been marketing this building as an office building unsuccessfully with three brokers and we are just [not] getting any interest. The office vacancy rate in our city is high. We have had

interest from several prospective tenants who have interest in the space for retail or service businesses. The building was annexed into the City in 1984 as a commercial property and has had its conditional use zoning revised three times for additional permitted uses. It appears that based on the interest in the building the best way to address its zoning, for all parties, is to change it to commercial properties so the expansion of its current Conditional Use zoning will not impact my neighbors.

Explain in detail the conditions that you think may warrant a Plan Amendment (i.e.

unforeseen circumstances or the emergence of new information, unanticipated changes in development pattern, rezonings, transportation improvements, economic opportunities, changes in socioeconomic conditions, etc.):

The property is currently surrounded by non-residential zoned properties on all four sides. The property that adjoins me to the south was just rezoned from residential to commercial last year as well as having its Comp Plan designation adjusted to Commercial. The change that I am asking for on the map is actually a case of clarifying the map to reflect how the property has been used for over 30 years. This intersection has been a part of the residential neighborhood for as long as I can remember. The change will allow for this property to be more viable with additional employment for Greensboro. I am having serious conversations with a new business from out of town that is interested in locating here. I will be improving the property aesthetically which is now exposed to view from Lawndale Drive. This adjustment will benefit the City because I will be increasing the tax base. I do not feel that this adjustment will require any additional city services.

COMPREHENSIVE PLAN ANALYSIS

Need for the Proposed Change:

This request is supported by the Reinvestment and Infill Goal and the Economic Development Goal and Policies 7C., 7C.1, and 7C.3, which encourage the reuse of underutilized buildings and the provision of jobs.

The character of this request and other adjacent non-residential uses are at the neighborhood commercial scale which are compatible with the surrounding neighborhood.

Effect of the proposed Change on the Need for City Services and Facilities (e.g. roadway level of service, traffic counts, planned road improvements, transit, accidents statistics, and environmental constraints such as; location within a Water Supply Watershed, floodplain, streams):

None

Implications, if any, the Amendment may have for Other Parts of the Plan:

This request and the former amendment to the south may encourage other properties in this area to make similar requests.

Unforeseen Circumstances or the Emergence of New Information (e.g. significant economic opportunity in Tier 2 or 3):

The Generalized Future Land Use Map was amended to the Commercial land use classification for the adjacent property to the south of this request.

COMPREHENSIVE PLAN MONITORING COMMENTS

The Monitoring Committee met on March 6, and made the following comments concerning this request:

- Reflects broadening of a use that has been there;
- It gives it more flexibility; and
- It makes the zoning consistent with the land use.

CONFORMITY WITH OTHER PLANS

The following aspects of relevant plans may be applicable in this case:

City Plans: N/A

Other Plans: N/A

STAFF COMMENTS

Planning: The three lots on the south side of New Garden Road East that are currently zoned LB, CD-GB (#2622 – the subject property) and CD-LI (1968-4) were annexed into the City in 1984 and the following history applies to them:

- 1) At the time of annexation, the original zoning of CU-Industrial L was established for all three lots with uses limited to curb markets, woodworking shops, offices, general contractor businesses and accessory uses.
- 2) At the time of UDO implementation, the original zoning of LB was established for the convenience store/gas station corner lot and the two lots to the east were designated as CU-LI with the same use limitations as described in 1) above.
- 3) In April 1993, the Zoning Commission approved a rezoning request for the middle lot (the subject property) from CU-LI to CU-LI which limited uses to offices; general contractor businesses; office equipment and/or computer sales, maintenance and service; and accessory uses.
- 4) In August 1993, the Zoning Commission approved a rezoning request for the subject property from CU-LI to CU-GB with uses limited to a recording studio with cassette sales, audio/video duplication and recording, business offices, wholesale/retail sales of associated music items; and accessory uses with a requirement that the recording sections of the building would be totally soundproofed.
- 5) In November 1997, the Zoning Commission approved a rezoning request for the subject property from CU-GB to CU-GB (#2622) which added professional offices; counseling services; and contractors (no outside storage) to the uses listed in 4) above.
- 6) The lot to the east remains under the initial conditional Light Industrial zoning with use limitations as described in 1) above.

The property containing the assisted living facility was rezoned by the Zoning Commission in May 1997. Among other conditions, this property was limited to two one-story buildings with a

maximum of 33,000 square feet in one building and a maximum of 12,000 square feet in the other building.

The property containing Lawndale Veterinary Hospital was annexed in 1984 with original zoning of CU-Industrial L. It was converted to the GB classification at the time of city-wide remapping to implement the UDO in 1992.

The property to the south of the subject property which fronts on Lawndale Drive and which is currently under development was rezoned from RS-12 to CD-GB by the City Council on August 1, 2005. The Zoning Commission favorably recommended that rezoning which has similar conditions to those proposed for the subject property. At that time, City Council approved a change to the Generalized Future Land Use Map from Low Residential to Commercial.

With the exception of the assisted living facility and the aforementioned property which is under development, all the nonresidential development/zoning has been inherited from the 1984 annexation of this area and the zoning pattern for this area has remained relatively stable since then.

This request is consistent with the actions that were taken by the City Council in August 2005 for the adjacent property, both in terms of the zoning classification and the GFLUM amendment. Approval of this request will likely result in an upgrading of the subject property which will be beneficial to the existing and new development in the immediate area.

GDOT: No additional comments.

Water Resources: Pipes / channels that carry public water require a Drainage Maintenance and Utility Easement (DMUE).

STAFF RECOMMENDATION

Based on all the information contained in this report, the Planning Department recommends approval of the Comprehensive Plan amendment to the Commercial land use classification and approval of the rezoning to Conditional District – General Business primarily due to:

- It is consistent with Growth at the Fringe Goal;
- It provides an opportunity for development of an underutilized/abandoned property that is in scale with the surrounding residential neighborhood;
- The existing building and proposed use are at the neighborhood commercial scale and appear to be compatible with the surrounding neighborhood; and
- It is consistent with recent Comprehensive Plan amendment and rezoning actions for adjacent property.



City of Greensboro
City Council
Agenda Item

TITLE: Rezoning of Property Located on the South Side of New Garden Road East, East of Lawndale Drive

Department:	Planning Department	Current Date:	March 21, 2006
Contact 1:	Richard Hails	Public Hearing:	April 4, 2006
Phone:	373-2922	Advertising Date:	March 24 and 31, 2006
Contact 2:	Bill Ruska	Advertised By:	City Clerk
Phone:	373-2748	Authorized Signature:	<i>RW Hails</i>
Attachments:	Attachment A: Vicinity Map (PL(Z) 06-19) Attachment B: Minutes of March 13, 2006 Zoning Commission Meeting Attachment C: Zoning Staff Report (Attached to Comprehensive Plan Amendment CP-06-07 Agenda Item)		

PURPOSE:

Stephen and Sigrid Marks applied for rezoning from Conditional District – General Business to Conditional District – General Business for property located on the south side of New Garden Road East, east of Lawndale Drive. The Zoning Commission considered this application on March 13, 2006. The City Council will conduct a public hearing to consider this application.

BACKGROUND:

The Zoning Commission voted 8 to 0 to recommend approval of the proposed rezoning request.

There was one speaker in favor of and no speakers in opposition to this proposal (see Attachment B: Minutes of March 13, 2006 Zoning Commission Meeting).

This Conditional District – General Business rezoning application contains the following conditions:

- 1) Uses: All uses permitted in the General Business zoning district except the following: Billiard Parlors, Fortune Tellers, Automobile Rental or Leasing, Automobile Services (major or minor), Banks, Hotels/Motels, Convenience Stores with fuel pumps, Restaurants with drive-thru, Service Stations, Bars, Kennels, and Veterinary Services.
- 2) Exterior building materials shall consist primarily of brick, split block, stone or stucco.
- 3) Building shall be limited to one story.

A vicinity map of the proposed rezoning is attached and a copy of the Staff Report is attached to the Agenda Item for Comprehensive Plan Amendment CP-06-07.

RECOMMENDATION / ACTION REQUESTED:

The Planning Department recommends approval of this ordinance.

Agenda Item: 11

**Public Hearing
City Council
April 4, 2006**

RM-12

CD-RM-12

#2534

CD-NB
#3382

Requested from
CD-GB #2622
to CD-GB
0.461 Acres (B)

LB

CD-GB
#3378

#1968-4

CD-GO-M
#2584

RS-12

(PL(Z)06-19)

CD-RM
#3346

PI

ORMAN RD

GB

LAWDALE DR

CANNONBALL RD

MUSKET LN

LAKE JEANETTE RD

THREE MEADOWS CT

THREE MEAD

N

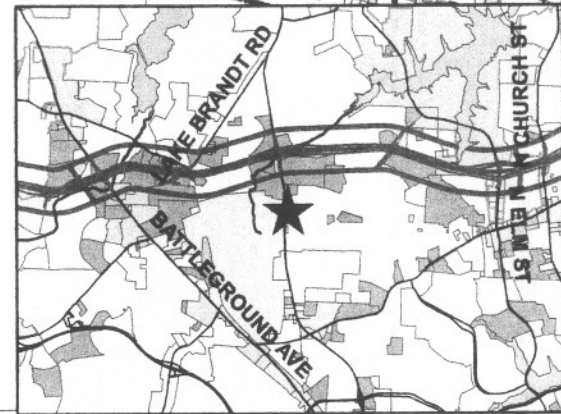
1" = 400'
SHEET
174

UNPAVED PRIVATE DR

CALVIN WILEY DR

LATHANAE GREENE DR

0 200 400 800 1,200 1,600 Feet



ATTACHMENT B

MINUTES OF MARCH 13, 2006 ZONING COMMISSION MEETING (PL(Z) 06-19)

Mr. Ruska presented a map showing the subject property, as well as surrounding properties. He also presented slides of the subject property and noted issues in the staff report.

Chair Wolf opened the public hearing.

Stephen Marks, 313 Smyres Place, said he and his wife own the property at 2504 New Garden Road East and come before the Commission to ask to expand the current uses allowed on the property. He presented some photographs and described what was depicted. History shows that the property has been used as a business property. He is asking for an expanded range of uses on the property. The zoning now is very specific. It can be used for an office or recording studio. The expanded zoning would increase the value and permit him to do some additional landscaping, and possibly expand the building itself.

Mr. Hails said the expanded zoning would allow more different types of uses within the commercial district. If approved, this would open up the property for more uses in the General Business zone.

There was no else present that wished to speak to this request and Chair Wolf closed the public hearing.

Mr. Hails said there are several Comp Plan provisions that they feel support this request. There is an amendment in process on the GFLUM related to it, but we do have policies related to infill development, better use of underutilized properties for economic development opportunities, and compact development in fringe areas that support this request. Staff recommends approval of the request.

Mr. Schneider said the Greensboro Zoning Commission believes that its action to approve the zoning amendment, located on New Garden Road East from CD-GB to CD-GB to be consistent with the adopted Connections 2025 Comprehensive Plan and considers the action taken to be reasonable and in the public interest for the following reasons: It promotes a sound, sustainable pattern of land use for development of the fringe. It promotes use of underutilized properties and buildings. With the proposed conditions, the project is compatible with surrounding properties. Mr. Gilmer seconded the motion. The Commission voted unanimously 8-0 in favor of the motion. (Ayes: Wolf, Collins, Gilmer, Matheny, Miller, Schneider, Shipman, Spangler. Nays: None.)



City of Greensboro
City Council
Agenda Item

TITLE: Connections 2025 Comprehensive Plan Generalized Future Land Use Map Amendment

Department:	Planning	Current Date:	March 20, 2006
Contact 1:	Heidi Galanti	Public Hearing:	April 4, 2006
Phone:	574-3576	Advertising Date:	March 24 and March 31, 2006
Contact 2:	Bill Ruska	Advertised By:	City Clerk
Phone:	373-2748	Authorized Signature:	<i>RW Harris</i>
Attachments: Attachment A: Map of the Comprehensive Plan amendment Attachment B: A copy of the staff report for the Comprehensive Plan amendment and rezoning request The staff report is provided in this packet for the Comprehensive Plan amendment CP-06-08 and the rezoning request PL(Z) 06-21.			

PURPOSE:

Christopher Vaughn (on behalf of 16th Street Group, LLC), applied for an amendment to the *Connections 2025 Comprehensive Plan* Generalized Future Land Use Map (Figure 4-2) from the Mixed use Commercial to the Industrial/Corporate Park land use classification for a portion of the property located on the east side of O. Henry Boulevard (US29 North) and west side of 16th Street and Ring Road (private).

The City Council will conduct a public hearing to receive public comment and consider action on this amendment.

BACKGROUND:

This request for a Connections 2025 Generalized Future Land Use Map amendment is directly related to a rezoning request for this same area. See attachments for more information.

BUDGET IMPACT:

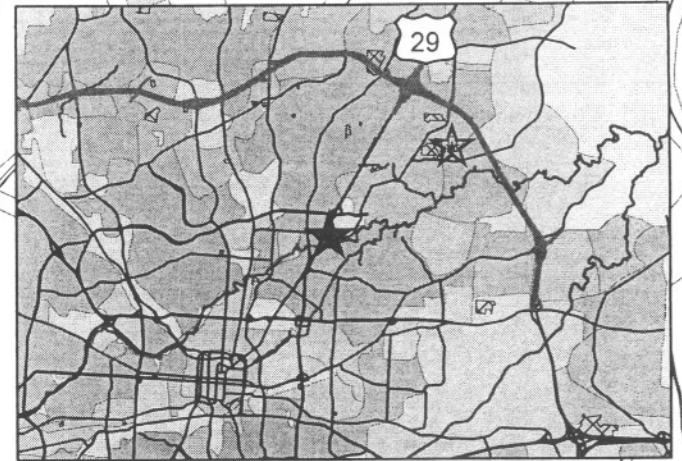
N/A

RECOMMENDATION / ACTION REQUESTED:

The Planning Department recommends approval of this ordinance.

**Public Hearing
City Council
April 4, 2006**

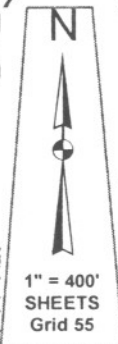
**Comprehensive Plan Amendment
Requested from Mixed Use Commercial
to Industrial/Corporate Park
6.39 Acres**



Mixed Use Commercial

CP-06-08

Low Residential



**Attachment B
(CP-06-08)**

**City of Greensboro Planning Department
Zoning Staff Report and
Plan Amendment Evaluation
March 13, 2006 Public Hearing**

The information provided in this staff report has been included for the purpose of reviewing proposed zoning changes. Since the zoning process does not require a site plan, there may be additional requirements placed on the property through the Technical Review Committee process to address subdivision and development regulations.

Item: E

Location: 2025 16th Street (East side of O. Henry Boulevard (U.S. 29 North) and west side of 16th Street and Ring Road (private)

Applicant: Avery Dennison

Owner: 16th Street Group, LLC

GFLUM

From: Mixed Use Commercial

To: Industrial/Corporate Park

Zoning

From: CD-LI

To: CD-HI

- Conditions:**
- 1) Uses limited to office, printing, dyeing and finishing of tags and labels, assembly of goods (including warping and weaving), warehousing and distribution of goods and accessory uses.
 - 2) There shall be no outside storage permitted on the property.
 - 3) The existing building will be retained.
 - 4) Any new building or buildings or modifications to the existing building will be architecturally similar to the existing building.
 - 5) Any fencing will be for employee safety and security and will be architecturally compatible with the area.
 - 6) No more than two additional loading docks will be constructed.
 - 7) The parking lot will not be utilized for the storage of trailers.

SITE INFORMATION	
Maximum Developable Units	N/A
Net Density	N/A
Existing Land Use	Office/Warehouse
Acreage	6.39
Physical Characteristics	Topography: Generally flat Vegetation: Landscaping Other: N/A
Overlay Districts	N/A
Historic District/Resources	N/A
Generalized Future Land Use	Mixed Use Commercial
Other	N/A

SURROUNDING ZONING AND LAND USE		
Location	Land Use	Zoning
North	Future site of Wal-Mart	SC
South	Islamic Center of Greensboro	SC
East	Future site of Wal-Mart	SC
West	US 29 / Montgomery Ward Service Center	SC

ZONING HISTORY		
Case #	Year	Request Summary
2732	1999	This property was rezoned from SC to CD-LI by the Zoning Commission in April 1999. The SC zoning was established at the time of city-wide remapping to implement the UDO (July 1, 1992). Prior to the UDO, the property was zoned Commercial N.

DIFFERENCES BETWEEN CD-LI (EXISTING) AND CD-HI (PROPOSED) ZONING DISTRICTS
<p>CD-LI: Primarily intended to accommodate limited manufacturing, wholesaling, warehousing, research and development, and related commercial/service activities which, in their normal operations, have little or no adverse effect upon adjoining properties. The current zoning limits use to office, printing and finishing of tags and labels, assembly of goods, warehousing and distribution of goods and accessory uses.</p> <p>CD-HI: Primarily intended to accommodate a wide range of assembling, fabricating, and manufacturing activities. The district is established for the purpose of providing appropriate locations and development regulations for uses which may have significant environmental impacts or require special measures to ensure compatibility with adjoining properties. The proposed zoning limits use to office, printing, dyeing and finishing of tags and labels, assembly of goods (including warping and weaving), warehousing and distribution of goods and accessory uses. See Conditions for other proposed property restrictions which are the same as required by the current zoning.</p>

TRANSPORTATION	
Street Classification	Sixteenth Street – Minor Thoroughfare, Ring Road – Private Street.
Site Access	Existing.
Traffic Counts	None available.
Trip Generation	N/A.
Sidewalks	N/A.
Transit	Yes.
Traffic Impact Study	Not required per TIS Ordinance.
Street Connectivity	N/A.
Other	N/A.

ENVIRONMENTAL REVIEW	
Water Supply Watershed	N/A, Site drains to North Buffalo Creek
Floodplains	N/A
Streams	N/A
Other	N/A

LANDSCAPING REQUIREMENTS	
Location	Required Planting Yard Type and Rate
<i>North</i>	N/A
<i>South</i>	N/A
<i>East</i>	N/A
<i>West</i>	N/A

CONNECTIONS 2025 COMPREHENSIVE PLAN POLICIES

Connections 2025 Written Policies:

Reinvestment/Infill Goal: Promote sound investment in Greensboro's urban areas, including Center City, commercial and industrial areas, and neighborhoods.

Economic Development Goal: Promote a healthy, diversified economy with a strong tax base and opportunities for employment, entrepreneurship and for-profit and non-profit economic development for all segments of the community, including under-served areas such as East Greensboro.

POLICY 7C: Ensure that city land use policies and regulations allow for an adequate supply of land to accommodate economic development.

POLICY 7C.1: Ensure that adequate land is zoned and has infrastructure available for the various stages of business development.

POLICY 7C.3: Identify brownfield sites and underutilized/abandoned properties and buildings and expedite opportunities for development.

POLICY 7C.5: Assure the above efforts [Economic Development] include sites in **East Greensboro** and other under-served areas that could benefit from economic development.

Connections 2025 Map Policies:

The area requested for rezoning lies within the following map classifications:

Existing:

Mixed Use Commercial: This designation is intended to promote a mix of uses, of which various commercial uses remain predominant, but where residential, service, and other uses are complementary. Where applied to older highway corridors characterized by "strip" commercial uses, the intent is to encourage infill and redevelopment for a more diverse and attractive mix of uses over time. Examples include residential units over commercial uses or a wider array of economically viable uses to replace obsolete uses. Such areas also may represent opportunities for the introduction of substantial higher density and/or mixed-income housing, with negligible impacts on, or resistance from, nearby single-family neighborhoods. Ensuring that buildings are of the appropriate scale and intensity is critical, as is ensuring that sites are designed in a coordinated, as opposed to a lot-by-lot, manner. New "strip" commercial development is discouraged.

Proposed:

Industrial/Corporate Park: This designation applies to areas where present or anticipated uses include both light and heavy industrial uses, such as manufacturing, assembly, and fabrication; wholesaling and distribution; and corporate office and technology parks, which may be introduced to replace older heavy industrial uses. Although new residential development is discouraged in areas designated for this land use category, pre-existing residential uses may be present in or adjacent to these areas. As established industrial areas redevelop, such residential, institutional, or similar uses should be protected from adverse impacts (heavy truck traffic, significant outside storage, factors such as noise, dust, and glare, etc.) through performance-based standards, buffers, and proper separation from noxious uses.

COMPREHENSIVE PLAN AMENDMENT HISTORY		
Case #	Date	Request Summary
N/A		There have not been any map amendments in the immediate vicinity of this case.

APPLICANT STATED REASONS FOR REQUEST

Explain in detail why the change is needed and a justification for such a change:

Background. The subject property is currently improved with a building containing approximately 63,500 square feet of space that is used by Avery Dennison. Avery Dennison, a multi-national company headquartered in Pasadena, California, produces on an international bases a vast array of products ranging from office products to tags and labels and currently employs approximately 255 people in the City of Greensboro at its two locations located at 2100 Summit Avenue and 2025 16th Street.

Avery Dennison desires to expand its Greensboro operation to include the dyeing and finishing of apparel labels to be used by its customers as samples. In the finishing process, woven polyester is heat set to shrink the material in order to prevent future shrinkage in consumer (both industrial and home) washing machines and dryers. In the vast majority of cases, the finished product is a white narrow fabric like the label that is found on the inside of most apparel products.

As an alternative process, dyes are used to create a finished product in any color desired by Avery Dennison's customers.

Why the change in the Comprehensive Plan is needed. The Comprehensive Plan identifies the subject property as Mixed Use Commercial. The subject property is currently zoned Conditional District-Light Industrial (CD-LI). The dyeing and finishing of textile products is a use permitted only in the Heavy Industrial (HI) zoning district.

Avery Dennison desires no use peculiar to a Heavy Industrial (HI) zoning district other than dyeing of textile products. All other uses of Avery Dennison are met by the current Conditional District-Light Industrial (CD-LI) zoning district. As a result Avery Dennison submitted, simultaneously with this request, a zoning amendment application and a conditional use application for a Conditional District-Heavy Industrial permit (CD-HI) that will have the effect of only adding dyeing of textile products to the uses already allowed on the subject property under the existing zoning classification.

Justification for the change in the Comprehensive Plan. The additional use of the existing facility for dyeing and finishing textile products is an extension of Avery Dennison's existing business and can be accomplished by the addition of several pieces of machinery without the need to expand or alter the exterior of the existing building. The dyeing and finishing process will be done on a small scale to produce samples for customers. Because the end product of this new use is small quantities of fabric labels to be used as samples by Avery Dennison's customers, this additional use will not result in additional truck traffic in and out of the facility. The liquid waste resulting from the dyeing and finishing process will be approximately 99.88% water which can safely be discharged into the public sewer system in compliance with all applicable environmental requirements. The subject property is an existing facility.

Explain in detail the conditions that you think may warrant a Plan Amendment (i.e. unforeseen circumstances or the emergence of new information, unanticipated changes in development pattern, rezonings, transportation improvements, economic opportunities, changes in socioeconomic conditions, etc.):

The current facility used by Avery Dennison is located on approximately six (6) acres of land located at the intersection of 16th Street and Ring Road. The property is bounded by U.S. Highway 29 (O. Henry Boulevard) on the West and 16th Street on the East. At this location, 16th Street is a four lane road and U.S. Highway 29 (aka O. Henry Boulevard) is a limited access four (4) lane road. The proposed conditional use rezoning is only a slight extension of the existing zoning. The proposed amendment to the Comprehensive Plan is consistent with the existing zoning district as extended. The additional use underlying the requested changes to the Comprehensive Plan will not result in the increase of truck traffic. The new use will not result in increased noise levels. City water and sewer already serve this property. Any effluent discharge will be suitable for discharge into the City sewer system in compliance with applicable law. In addition, the amendment of the Comprehensive Plan to allow the new use proposed by Avery Dennison will allow Avery Dennison to add an additional sixty (60) new jobs to the

economy of Greensboro. Those jobs will consists of 38 production jobs, 7 managerial jobs and 15 office jobs with an annual salary range of approximately \$30,000 to \$100,000 per job. Those jobs will include the additional jobs that will also be added to the 2100 Summit Avenue facility in connection with the expansion of Avery Dennison's Greensboro operation.

COMPREHENSIVE PLAN ANALYSIS

Need for the Proposed Change:

Avery Dennison is providing additional jobs on the east side of the city. This is supported by the Reinvestment and Infill Goal and the Economic Development Goal and Policies 7C., 7C.1, 7C.3, and 7C.5.

Additionally, the change that is requiring the rezoning and Comprehensive Plan amendment is minor enough that there will likely not be any visible change from the exterior of the building and therefore no adverse impact to the surrounding area.

Effect of the proposed Change on the Need for City Services and Facilities (e.g. roadway level of service, traffic counts, planned road improvements, transit, accidents statistics, and environmental constraints such as; location within a Water Supply Watershed, floodplain, streams): None, this is a reuse of an existing building that currently has access to all City services.

Implications, if any, the Amendment may have for Other Parts of the Plan:

This request could encourage the vacant building across Sixteenth Street to request a land use amendment to Industrial/Corporate Park.

Unforeseen Circumstances or the Emergence of New Information (e.g. significant economic opportunity in Tier 2 or 3):

Since the adoption of the Plan, Carolina Circle Mall has been demolished and is in the process of being redeveloped as a new retail center.

COMPREHENSIVE PLAN MONITORING COMMENTS

The Monitoring Committee met on March 6, 2006, and made the following comments concerning this request:

- Seems to be o.k. because it is limited to dyeing tags and labels and is on a fairly small site and using the existing structure. However, the committee would be more concerned with the land use compatibility with the new retail that is under construction if the business were to try to expand to doing large scale dyeing on this site.

CONFORMITY WITH OTHER PLANS

The following aspects of relevant plans may be applicable in this case:

City Plans: N/A

Other Plans: N/A

STAFF COMMENTS

Planning: This property was rezoned to CD-LI in April 1999. The Planning Department recommended in favor of that rezoning for this business which fabricates and prints labels for clothing. At that time, their business had grown and they needed additional space, primarily for warehousing, distribution and assembling. Staff pointed out that the request was a good adaptive reuse for the property.

The net result of this rezoning to CD-HI will be to add an operation, i.e. dyeing of textile products, to the uses currently allowed on the property under the existing zoning classification. This operation will be done on a small scale in the production of samples for customers and will not result in any environmental impacts or adverse consequences such as the generation of additional truck traffic to and from the site. Since this only involves a modification to an internal operation, there will be no observable change to the building or parking lot.

This rezoning proposal meets the Reinvestment/Infill Goal and the Economic Development Goal of Connections 2025. It addresses several policies under the latter goal, including the use of underutilized properties and buildings to expedite opportunities for development. As stated by the applicant, approval of this request will result in the addition of 60 new jobs to the economy of Greensboro.

GDOT: No additional comments.

Water Resources: Pipes that carry public runoff require a Drainage Maintenance and Utility Easement (DMUE). The width of the easement depends on the pipe size.

STAFF RECOMMENDATION

Based on all the information contained in this report, the Planning Department recommends approval of the Comprehensive Plan amendment to the Industrial/Corporate Park land use classification and approval of the rezoning to Conditional District – Heavy Industrial primarily due to:

- It represents reinvestment in the area;
- It is a reuse of and underutilized building;
- Provides jobs to the east side of the city; and
- There is no apparent adverse impact on the surrounding area.



City of Greensboro
City Council
Agenda Item

TITLE: Rezoning of Property Located on the East Side of O. Henry Boulevard (U.S. 29 North) and West Side of 16th Street and Ring Road (Private)

Department:	Planning Department	Current Date:	March 21, 2006
Contact 1:	Richard Hails	Public Hearing:	April 4, 2006
Phone:	373-2922	Advertising Date:	March 24 and 31, 2006
Contact 2:	Bill Ruska	Advertised By:	City Clerk
Phone:	373-2748	Authorized Signature:	<i>RH Hails</i>

Attachments: Attachment A: Vicinity Map (PL(Z) 06-21)
Attachment B: Minutes of March 13, 2006 Zoning Commission Meeting
Attachment C: Zoning Staff Report (**Attached to Comprehensive Plan Amendment CP-06-08 Agenda Item**)

PURPOSE:

16th Street Group, LLC and Avery Dennison applied for rezoning from Conditional District – Light Industrial to Conditional District – Heavy Industrial for property located on the east side of O. Henry Boulevard (U.S. 29 North) and west side of 16th Street and Ring Road (private). The Zoning Commission considered this application on March 13, 2006. The City Council will conduct a public hearing to consider this application.

BACKGROUND:

The Zoning Commission voted 8 to 0 to recommend approval of the proposed rezoning request.

There was one speaker in favor of and two speakers in opposition to this proposal (see Attachment B: Minutes of March 13, 2006 Zoning Commission Meeting).

This Conditional District – Heavy Industrial rezoning application contains the following conditions:

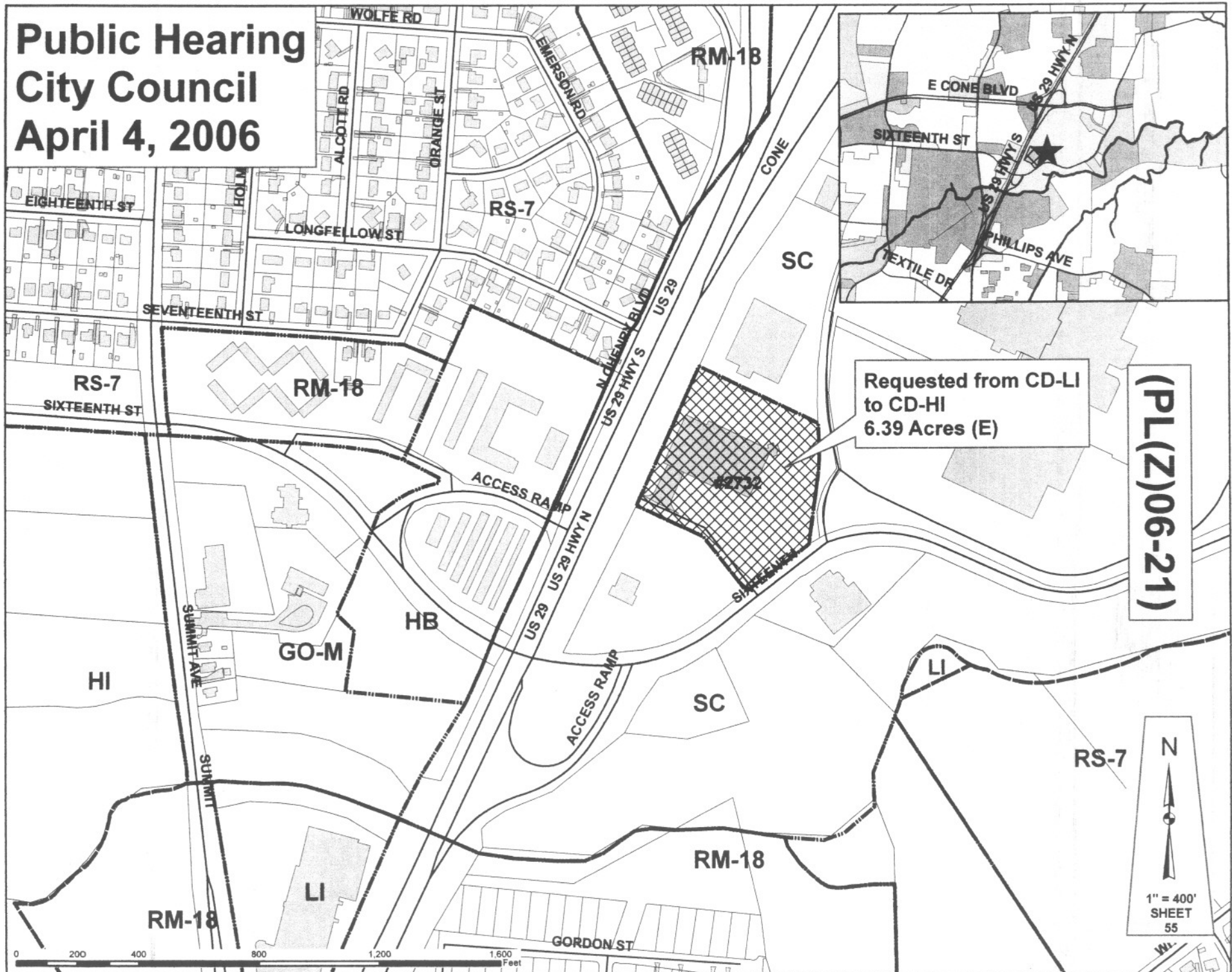
- 1) Uses limited to office, printing, dyeing and finishing of tags and labels, assembly of goods (including warping and weaving), warehousing and distribution of goods and accessory uses.
- 2) There shall be no outside storage permitted on the property.
- 3) The existing building will be retained.
- 4) Any new building or buildings or modifications to the existing building will be architecturally similar to the existing building.
- 5) Any fencing will be for employee safety and security and will be architecturally compatible with the area.
- 6) No more than two additional loading docks will be constructed.
- 7) The parking lot will not be utilized for the storage of trailers.

A vicinity map of the proposed rezoning is attached and a copy of the Staff Report is attached to the Agenda Item for Comprehensive Plan Amendment CP-06-08.

RECOMMENDATION / ACTION REQUESTED:

The Planning Department recommends approval of this ordinance.

Public Hearing City Council April 4, 2006



ATTACHMENT B

MINUTES OF MARCH 13, 2006 ZONING COMMISSION MEETING (PL(Z) 06-21)

Mr. Ruska presented a map showing the subject property, as well as surrounding properties. He also presented slides of the subject property and noted issues in the staff report.

Chair Wolf opened the public hearing.

Chris Vaughn, Esq., 235 North Edgeworth Street, represented Avery Dennison who is the tenant in the building. The landlord of that building is 16th Street Group, LLC. They signed the application and are represented by Charlie Melvin. The change in zoning from CD-LI to CD-HI is for the sole purpose of adding the ability to do dyeing of textiles. Avery Dennison manufactures many office supplies, including labels. They also manufacture textile related products. The textile related product in question is tags and labels. He passed around samples of the tags and labels. Some labels are just finished and printed while other labels are dyed, finished and printed. This facility in Greensboro will require about 60 employees and about 45 of those will be new hires. About 60 percent of the tags and labels they produce are not dyed.

Avery Dennison is an international company and employs about 255 in Greensboro. This increased use, which is classified as a Heavy Industrial use, will not produce any sort of health or safety concerns. The dyeing of fabric like this will not produce any airborne emissions that would affect the neighbors. The waste produced from the type machines they use will primarily be water. It will be 99.8 percent water. The small amount of waste that is not water is such that it can be discharged into the waste water system of Greensboro. The average compensation for the employees will average over \$20 an hour. He also sent a letter to each of the neighbors. He received one call from Roger Pitney who works with the Lender Group, which is doing Carolina Circle Mall. He received no other telephone calls and received no objections. The machine that produces these tags and labels is about a fourth the size of the ones that produce them in large scale.

Speaking in opposition was James Walls who lives across US 29 from this facility. He said Avery Dennison is a trucking company. They say the building is for two docks and trucks will be coming in and out. They need to bring their products in to be shipped out. There are other trucking companies in the area like Anderson and Estes, which is located on Yanceyville Street at East Cone Boulevard. Cone Mills has its trucking companies that come to their cotton mill. Wal Mart and Home Depot are proposing to build there. This proposal will bring more trucks in and it will create a big problem for traffic. Also Heavy Industrial needs to be outside the City. He had worked in textiles using dyes and the dyes had a "dead fish" smell. The east side of this area is known for its environmental odors. He said he had had no dialogue with the attorney for Avery Dennison regarding the truck traffic.

Edith Williams, 2809 North O'Henry Boulevard, said she was much in agreement with Mr. Walls. She too objected to additional traffic on US 29. She also objected to the odor from the dye from Cone Mills. She felt the noise from the additional traffic would be a big issue for her. She did not contact the attorney for Avery Dennison after she received the letter.

In rebuttal, Mr. Vaughn thanked Mr. Walls and Ms. Williams for coming. He did wish they had taken the time to call him. That would perhaps have saved them some time this afternoon. Avery Dennison is not affiliated with Wal Mart, they are not affiliated with Cone Mills and they cannot really do anything about those companies. There is a four-lane highway between the residents and us and that highway is going to be an Interstate Highway and it is going to have a lot of trucks on it. They cannot do anything about the traffic on the highway and the noise generated by that highway. The only thing that will change at this facility is that Avery Dennison is tweaking what they can do in their process. Their production will not result in additional truck traffic. They are shipping their product out in FedEx and UPS envelopes. He did not think denying the rezoning request based on these complaints would solve the issues. Those issues relate to other matters. Avery Dennison is not a trucking company.

Chair Wolf closed the public hearing.

Mr. Hails noted that they have comments of the Monitoring Committee of the Comprehensive Plan that Mr. Gilmer serves on on the Commission's behalf. They reviewed this rezoning. They cautiously said they thought the use sounded okay because it was limited to dyeing tags and labels on a small site and in an existing structure. The Committee would be more concerned if the land use compatibility with the new retail under construction were a problem or if the business was trying to expand to do large scale dyeing on the site. There is a Comp Plan Amendment that accompanies this request from Mixed Use-Commercial to Industrial Corporate Park that will be heard by the City Council along with the rezoning. There are other Comp Plan provisions that would support this request, infill, and reinvestment in existing areas of town. The context they feel is important to recognize with this request. The conditions clearly restrict the expansion of the building. The site limits the expansion of the building. The operation is primarily internal, no exterior storage and it is a very limited change of the interior uses. The fact that it is almost an accessory sort of category and simply an add-on to the existing process is important to note. Staff also thinks it is being buffered from residential areas by US 29 and retail/commercial zoning around the site is important to note. Staff supports this request because of the very limited nature of the expansion of the use.

Mr. Gilmer said the Greensboro Zoning Commission believes that its action to approve the zoning amendment, located on O.Henry Boulevard from CD-LI to CD-HI, to be consistent with the adopted Connections 2025 Comprehensive Plan and considers the action taken to be reasonable and in the public interest for the following reasons: It promotes sound investment in Greensboro's urban area (Reinvestment/Infill Goal). It promotes a health, diversified economy with a strong tax base and opportunities for employment (Economic Development Goal). It ensures that adequate land is zoned for the various stages of business development (Policy 7C.1). Also it provides jobs in East Greensboro and there is no adverse impact on the surrounding area. Ms. Miller seconded the motion. The Commission voted unanimously 8-0 in favor of the motion. (Ayes: Wolf, Collins, Gilmer, Matheny, Miller, Schneider, Shipman, Spangler. Nays: None.)



City of Greensboro
City Council
Agenda Item

TITLE: Resolution closing Chance Road from Fleming Road northeastward to its terminus, a distance of approximately 520 feet.

Department:	Planning	Current Date:	3/8/06
Contact 1:	Alec MacIntosh	Public Hearing:	Yes, at 4/4/06 Council meeting
Phone:	373-2747	Advertising Date:	To be determined by Clerk
Contact 2:	Dick Hails	Advertised By:	
Phone:	373-2922	Authorized Signature:	<i>Alexander G. MacIntosh</i>
Attachments:	Attachment A: "PL(P)06-04" map		

PURPOSE:

The owners of all the abutting property frontage have submitted a petition to close this street. The Planning Board heard this closing petition on February 15, 2006. The City Council is required to hold a public hearing on this petition before considering its approval.

BACKGROUND:

Staff does not know the exact age of this street, but it appears to be at least 50 years old.

There is a newer section of Chance Road, running westward off Horse Pen Creek Road. That section is not petitioned for closing.

The petitioned-for section is gravel and is maintained. There are three houses on the abutting properties, but these have been vacated. The property has been assembled and rezoned for a large development. That development will feature a new street system not making use of the street that is up for closing. There are no City water or sewer lines in the street.

There were no speakers at the public hearing.

BUDGET IMPACT:

None.

RECOMMENDATION/ACTION REQUESTED:

The Technical Review Committee (TRC) feels circumstances here allow the City to make the two required determinations for a street closing: (1) that the closing is not contrary to the public interest and (2) that no property owner in the vicinity is deprived of reasonable means of ingress and egress. Therefore, the TRC recommends the street closing.

Approval of this street closing was recommended by the Planning Board to City Council by a vote of 5-0.

CITY COUNCIL
April 4, 2006



ATTACHMENT A

CITY LIMIT (IN)

CHANCE RD

CHANCE RD

BRIARBEND DR

FLEMING RD

FLEMING RD

PROPOSED
STREET CLOSING
Chance Rd

PL(P) 06-04



1"=300'
SHEET
169



City of Greensboro
City Council
Agenda Item

TITLE: Resolution closing Snyder Street from Yanceyville Street eastward to Hill Street, a distance of approximately 700 feet, and
Resolution closing Hill Street from its northern terminus to its southern terminus, a distance of approximately 213 feet, and
Resolution closing an unnamed alley from Hill Street eastward to its terminus, a distance of approximately 276 feet.

Department:	Planning	Current Date:	3/8/06
Contact 1:	Alec MacIntosh	Public Hearing:	Yes, at 4/4/06 Council meeting
Phone:	373-2747	Advertising Date:	To be determined by Clerk
Contact 2:	Dick Hails	Advertised By:	
Phone:	373-2922	Authorized Signature:	<i>Alexander G. MacIntosh</i>
Attachments:	Attachment A: "PL(P)06-05" map		

PURPOSE:

The owners of all the abutting property frontage have submitted petitions to close these two streets and this alley. The Planning Board heard these closing petitions on February 15, 2006. The City Council is required to hold public hearings on these petitions before considering their approval.

BACKGROUND:

The properties on both sides of each of these rights-of-way have been assembled and rezoned for use as a multifamily development. These streets and this alley were dedicated in 1939 on the plat of Snyder Subdivision (Plat Book 11, Page 57). None have been opened ("paper streets and alley").

These two streets are not to be confused with paved streets elsewhere in town bearing the same names. No building or property is dependent upon either petitioned-for street for access. There are no City water or sewer lines in either street or in the alley.

BUDGET IMPACT:

None.

RECOMMENDATION/ACTION REQUESTED:

The Technical Review Committee (TRC) feels circumstances here allow the City to make the two required determinations for a street or alley closing: (1) that the closing is not contrary to the public interest and (2) that no property owner in the vicinity is deprived of reasonable means of ingress and egress. Therefore, the TRC recommends the two street closings and the alley closing.

Approval of both street closings and the alley closing were recommended by the Planning Board to City Council by a vote of 5-0.

CITY COUNCIL
April 4, 2006

ATTACHMENT A



DODSON ST

PROPOSED
STREET & ALLEY CLOSINGS
Snyder St, Hill St & Alley

PL(P) 06-05

SNYDER ST

ALLEY

YANCEVILLE ST

HILL ST

YANCEVILLE ST

LEO DR

LEO DR

HILL ST

HILL ST



1"=300'
SHEET
177



City of Greensboro
City Council
Agenda Item

TITLE: Resolution Authorizing the Filing and/or Execution, As Appropriate, of Federal Transit Administration (FTA) and NCDOT Grant Agreements, Grant Applications, Annual Or Biennial Applications, Annual Budgets, and Other Such Documents, As Appropriate, Pursuant to Relevant Sections of the Safe, Accountable, Flexible, and Efficient Transportation Equity Act – A Legacy for Users (SAFETEA-LU), As Amended - GTA Program of Project – FFY 2006

Department:	Transportation	Current Date:	March 6, 2006
Contact 1:	Jim Westmoreland	Public Hearing:	April 4, 2006
Phone:	373-2863	Advertising Date:	February 26, 2006
Contact 2:	Libby James	Advertised By:	New & Record
Phone:	373-2820	Authorized Signature:	
Attachments:	Attachment A: Resolution Authorizing the Filing and/or Execution of Federal Transit Administration and North Carolina Department of Transportation Grant Agreements Pursuant to Relevant Sections of the Safe, Accountable, Flexible, and Efficient Transportation Equity Act – A Legacy for Users (SAFETEA-LU), As Amended – GTA FFY 2006 Program of Projects		

PURPOSE:

Annually, the City of Greensboro applies for FTA and NCDOT funding to support the City's public transportation program and the Greensboro Transit Authority. The City is required to hold a Public Hearing to inform the general public about the proposed operating, planning and capital projects and the estimated costs. The City Council is required to adopt a resolution authorizing the filing and/or execution of subsequent grant agreements for the proposed projects.

BACKGROUND:

The City of Greensboro has developed a detailed Program of Projects recommended for funding und the Federal Transit Administration (FTA) Section 5303 Planning Program, Section 5307 Direct Apportionment Program, and the North Carolina Department of Transportation (NCDOT) State Maintenance Assistance Program.

1. Description of Projects – Section 5307 Governor's Apportionment Program – FFY 2006

- a. The City is applying for capital assistance under the FTA Capital Assistance Program to support the purchase of three (3) Expansion Small Buses in order to develop routes to accommodate the increase of paratransit passenger trips and eight (8) Replacement Small Buses in order to replace the existing vehicles that have met their useful life expectations. The estimated total project costs are:

\$ 575,190 Federal
\$ 55,440 NCDOT
\$ 64,370 City of Greensboro

\$ 693,000 Total

- b. The City of Greensboro is applying for Federal assistance to support up to ½ of the net operating costs for the Greensboro Transit Authority (GTA). The proposed project will serve generally within the Greensboro Urbanized Area, and will support public transportation services sponsored by the City of Greensboro through the GTA. The estimated total project costs are:

\$ 1,450,000 Federal
\$ 1,450,000 City of Greensboro
\$ 2,900,000 TOTAL

- c. The City of Greensboro is applying for planning assistance to conduct an update to the City's Five-Year Transit Services Plan. The estimated total project costs are:

\$ 100,000 Federal
\$ 12,500 NCDOT
\$ 12,500 City of Greensboro
\$ 125,000 TOTAL

- d. The City of Greensboro is applying for capital funds for the purchase of supervisory vehicles, a vehicle lift, and transit security enhancements for the Greensboro Transit Authority. The estimate total project costs are:

\$ 129,616 Federal
\$ 32,404 City of Greensboro
\$ 162,020

2. Description of Projects – Section 5303 Planning Assistance – FFY 2006

- a. The City of Greensboro is applying for Federal planning assistance for the Public Transportation Division of the Department of Transportation to support on-going short-range service planning activities. More specifically, the funds will be used to continue monitoring the service planning activities in relieving the overcrowding and scheduling problems that are occurring on the hourly services. Also, to develop a cost-effective strategy that includes 30-minute all day service on all GTA fixed route buses. The estimated total project costs are:

\$ 62,400 Federal
\$ 7,800 NCDOT
\$ 7,800 City of Greensboro (In-Kind Contribution)
\$ 78,000 TOTAL

3. Description of Projects – State Maintenance Assistance Program – FY 2006

- a. The City of Greensboro is applying for State Maintenance Assistance Program funding to support operating costs and service enhancements implemented by the Greensboro Transit Authority. The proposed project will serve generally within the Greensboro Urban Area. The estimated total project costs are:

\$ 1,322,806 NCDOT
\$ 1,322,806 City of Greensboro
\$ 2,645,612 TOTAL

RECOMMENDATION / ACTION REQUESTED:

It is requested that the attached resolution be considered by City Council to authorize the City of Greensboro to apply for the Federal funds from the Federal Transit Administration and the State funds from the North Carolina Department of Transportation to support the FFY 2006 Program of Projects. The Federal and State grant application procedures requires authorization to apply be assigned by resolution and that the City Council resolves to comply with the Title VI rules and regulations.

Agenda Item: _____

RESOLUTION AUTHORIZING THE FILING AND/OR EXECUTION, AS APPROPRIATE, OF FEDERAL TRANSIT ADMINISTRATION (FTA) AND NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (NCDOT) GRANT AGREEMENTS, GRANT APPLICATIONS, ANNUAL OR BIENNIAL APPLICATIONS, ANNUAL BUDGETS, AND OTHER SUCH DOCUMENTS, AS APPROPRIATE, PURSUANT TO RELEVANT SECTIONS OF THE SAFE, ACCOUNTABLE, FLEXIBLE, AND EFFICIENT TRANSPORTATION EQUITY ACT (SAFETEA-LU), AS AMENDED.

WHEREAS, the North Carolina Department of Transportation will apply and receive grants from the U.S. Department of Transportation as authorized by Chapter 53 of Title 49, U.S.C. (Sections 5307 Capital and Section 5303 Planning Assistance of the Safe, Accountable, Flexible, And Efficient Transportation Equity Act (SAFETEA-LU), As Amended ; and

WHEREAS, the Federal Transit Administration under the Safe, Accountable, Flexible, And Efficient Transportation Equity Act (SAFETEA-LU), provides Federal funds to support public transportation services;

WHEREAS, the North Carolina Department of Transportation will apply and receive grants from the U.S. Department of Transportation as authorized by the Federal Transit Administration;

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies to support planning, operating and capital assistance projects and provision of public transportation services; and

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation as the agency responsible for administering funds received through the Federal Transit Act of 1991 legislation; and

WHEREAS, the contracts for financial assistance will impose certain obligations upon the City of Greensboro, including the provision of the local project costs; and

WHEREAS, it is required by the U.S. Department of Transportation and the North Carolina Department of Transportation in accord with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the SAFETEA-LU, as amended, the City of Greensboro, as applicant, gives assurance that it will comply with Title IV of the Civil Rights Act of 1964 and other pertinent directives and the U.S. Department of Transportation and the North Carolina Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the City of Greensboro, as an applicant, that Disadvantaged Business Enterprises (DBEs) be utilized to the fullest extent possible in connection with the project, and that definitive procedures shall be established and administered by the City of Greensboro as applicant to ensure that DBEs shall have the maximum feasible opportunity to compete for contracts and purchase orders when procuring construction contracts, supplies, equipment contracts, or consultant or other services; and

WHEREAS, the City of Greensboro hereby assures and certifies that it will comply with the Federal Statutes, regulations, executive orders, the Section 5333(b) Labor Protection requirements, and all administrative requirements which relate to the applications made to and grants received from the Federal Transit Administration; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF GREENSBORO:

1. That the City of Greensboro is authorized to file and execute FTA and NCDOT Grant Agreements, Annual or Biennial Applications, Annual Budgets, and other such documents, as appropriate, on behalf of the City of Greensboro with the North Carolina Department of Transportation, to aid in the financing of public transportation services as described therein.
2. That the City of Greensboro is authorized to furnish such additional information as the Federal Transit Administration and the North Carolina Department of Transportation require in connection with such FTA and NCDOT Grant Agreements, Annual and Biennial Applications, Annual Budgets, and other such documents, as appropriate.
3. That the City of Greensboro is authorized to furnish such additional information as the Federal Transit Administration and the North Carolina Department of Transportation require in connection with such FTA and NCDOT Grant Agreements, Annual and Biennial Applications, Annual Budgets, and other such documents, as appropriate.
4. That the City of Greensboro is authorized to set forth and execute Disadvantaged Business Enterprise (DBE) policies and procedures in connection with all procurement needs associated with such FTA and NCDOT Grant Agreements, Annual and Biennial Applications, Annual Budgets, and other such documents, as appropriate.
5. That the City of Greensboro is authorized to execute grant agreements on behalf of the City of Greensboro with the Federal Transit Administration and the North Carolina Department of Transportation to aid in the financing and effectuating of the purposes of such FTA and NCDOT Grant Agreements, Annual and Biennial Applications, Annual Budgets, and other such documents, as appropriate.



City of Greensboro
City Council
Agenda Item

TITLE: Resolution authorizing City Attorney to institute proceedings to condemn portion of the property of Kenneth E. Rudd and Joan K. Rudd in connection with the Summit Avenue Sewer Outfall Project

Department:	Legal	Current Date:	March 21, 2006
Contact 1:	ToNola Brown-Bland	Public Hearing:	NA
Phone:	373-2320	Advertising Date:	NA
Contact 2:	Linda Miles	Advertised By:	NA
Phone:	373-2320	Authorized Signature:	<i>ToNola Brown-Bland</i>
Attachments:	Map		

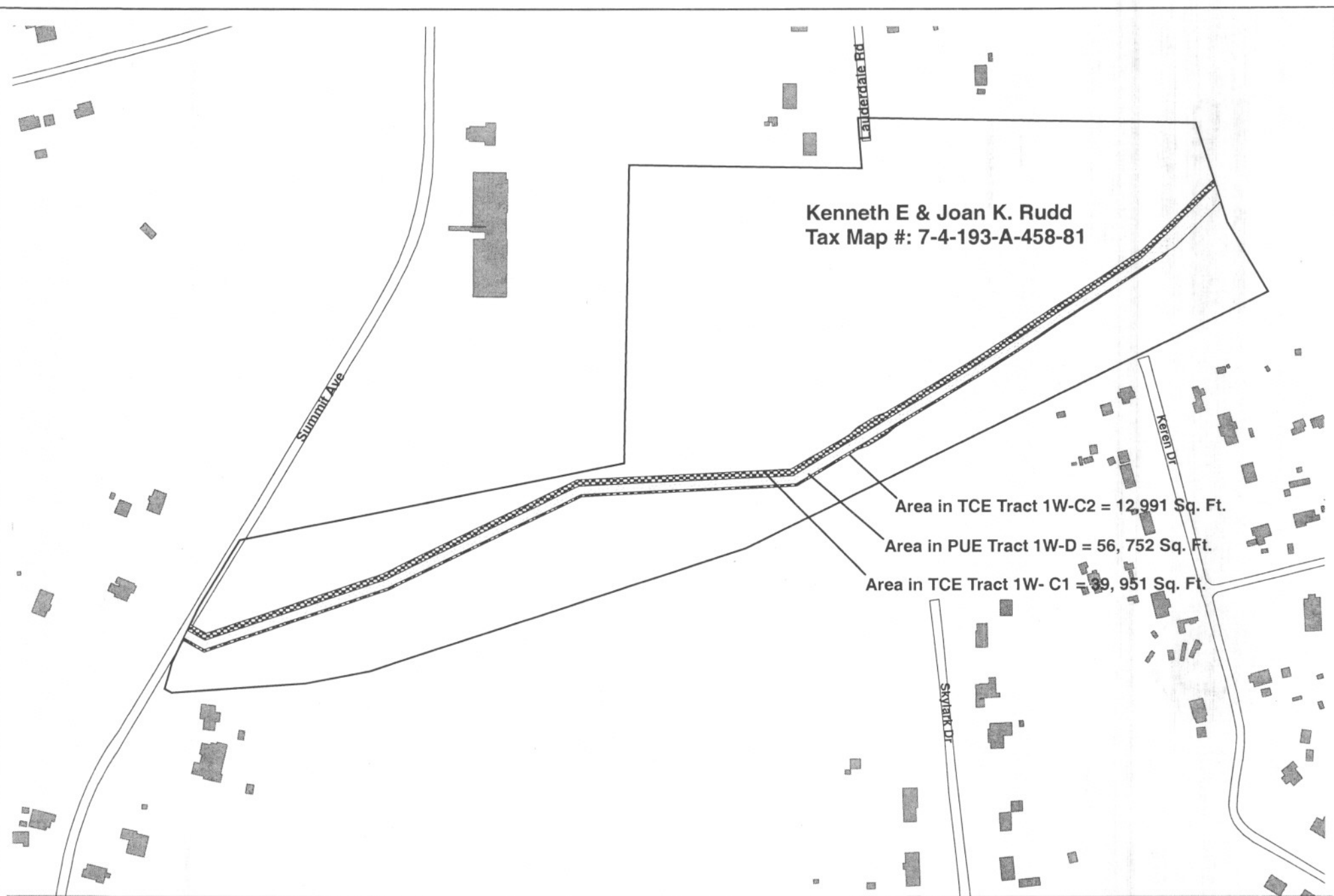
PURPOSE: Kenneth E. Rudd and Joan K. Rudd are owners of certain property located in Monroe Township and designated as Tax Map 7-4-193-A-458-81 part of which is required by the City in connection with the Summit Avenue Sewer Outfall Project. Unable to negotiate a purchase, Property Management is asking Council for authorization to initiate condemnation proceedings.

BACKGROUND: Property Management Department personnel have been unable to negotiate a purchase within the appraised value of \$28,915.00. Consequently, it is recommended that the City Council adopt a resolution authorizing the City Attorney to institute proceedings to condemn said property.

In addition, in order that the City may take possession, it is recommended that the City Council authorize payment of the appraised amount to the Clerk of Superior Court for disbursement to the owner.

BUDGET IMPACT: Funding is available in Account Number 511-7062-01.6017 Activity # 04152.

RECOMMENDATION/ACTION REQUESTED: City Council to approve resolution authorizing the City Attorney to institute proceedings to condemn portion of the property of Kenneth E. Rudd and Joan K. Rudd in connection with the Summit Avenue Sewer Outfall Project.



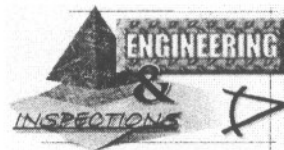
Engineering Records Map 550

Project: Summit Ave Sewer Outfall P04340

Owner: Kenneth E & Joan K Rudd

Address: 5700 Lauderdale Rd

Tax Map #: 7-4-193-A-458-81



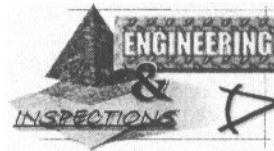
Engineering Records Map 550

Compiled By: M. Milton
03-17-06



Vicinity Map for

Project: Summit Ave Sewer Outfall P04340
Owner: Kenneth E & Joan K Rudd
Address: 5700 Lauderdale Rd
Tax Map #: 7-4-193-A-458-81



Engineering Records Map 550

Compiled By: M. Milton
03-17-06



City of Greensboro
City Council
Agenda Item

TITLE: Request to approve transfer of property in the S. Elm Street Brownfield area from the City of Greensboro to the Redevelopment Commission of Greensboro.

Department:	Housing & CD	Current Date:	March 22, 2006
Contact 1:	Dan Curry	Public Hearing:	No
Phone:	373-2751	Advertising Date:	
Contact 2:	Barbara Harris	Advertised By:	
Phone:	373-2509	Authorized Signature:	<i>Dan Curry</i>
Attachments:	Attachment A – S. Elm Street Brownfield Core Area Map		

PURPOSE:

In preparation for future development in the S. Elm Street area, the Redevelopment Commission is undertaking assembly of land that falls within the boundaries of what has been identified as the S. Elm Street Brownfield Core area. The City already owned these two properties, which are proposed for transfer to the Redevelopment Commission. Council is asked to approve transfer of 115 East Bragg Street (Tax Map #17-1-10) and 524 Arlington Street (Tax Map #17-1-9) from the City of Greensboro to the Redevelopment Commission of Greensboro for future development as a part of the S. Elm Street Brownfield redevelopment effort.

BACKGROUND:

The City of Greensboro has received funding from the Environmental Protection Agency (EPA) and the Department of Housing & Urban Development (HUD) for the redevelopment of a 10 acre site along South Elm Street south of Lee Street. This funding provides for the preparation of a master redevelopment plan which is in the final stages of completion. Pursuant to City Council directives, the Redevelopment Commission is undertaking the assembly of land in the core area through a voluntary acquisition program. The City of Greensboro owns two vacant parcels of land, 115 East Bragg Street and 524 Arlington Street, which lie within the boundaries of the S. Elm Street Brownfield core area. The Redevelopment Commission requests approval of the transfer of ownership of these two parcels to the Redevelopment Commission, so that they can be combined with other adjoining properties to be purchased by the Commission.

BUDGET IMPACT:

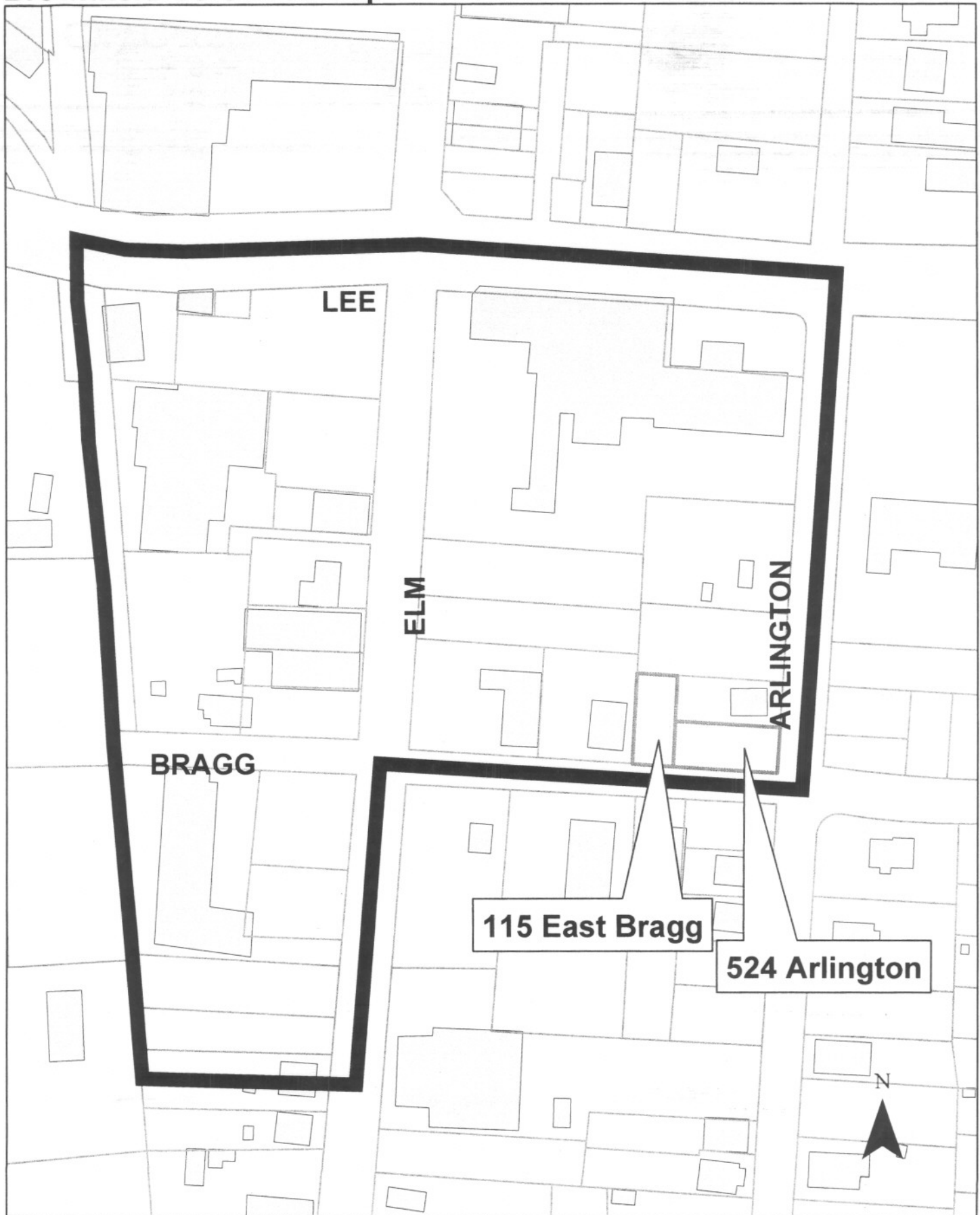
None.

RECOMMENDATION / ACTION REQUESTED:

Council is asked to approve transfer of 115 East Bragg Street (Tax Map #17-1-10) and 524 Arlington Street (Tax Map #17-1-9) from the City of Greensboro to the Redevelopment Commission of Greensboro for future development as a part of the S. Elm Street Brownfield redevelopment effort.

**S. Elm Street
Brownfield Core Area Map**

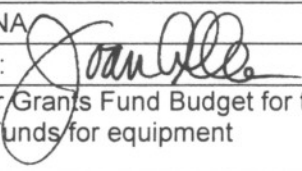
Attachment A





City of Greensboro
City Council
Agenda Item

TITLE: 2005 US DEPARTMENT OF HOMELAND SECURITY GRANT

Department:	Fire	Current Date:	3/13/2006
Contact 1:	Warren Ritter	Public Hearing:	No
Phone:	373-2387	Advertising Date:	NA
Contact 2:	Bobby Nugent	Advertised By:	NA
Phone:	373-2319	Authorized Signature:	
Attachments:	Attachment A: Ordinance Amending State, Federal, and Other Grants Fund Budget for the Appropriation of US Department of Homeland Security Grant Funds for equipment		

PURPOSE

The Greensboro Fire Department received a pass through grant from the United States Department of Homeland Security in the amount of \$178,153. The grant will be administered by Guilford County. A budget amendment needs to be approved by the City Council to permit expenditure of the funds.

BACKGROUND

The United States Department of Homeland Security has made grant funds available to local agencies to prepare for natural and man-made disasters. The Greensboro Fire Department will purchase equipment as specified and submit reimbursement requests to Guilford County in accordance with the Memorandum of Agreement between the City of Greensboro and Guilford County. The expenditure of these funds will enhance the response capabilities of the Greensboro Fire Department through the purchase of specialized equipment that will benefit the businesses and citizens of Greensboro.

BUDGET IMPACT

This item will not cost the City of Greensboro any additional funds.

RECOMMENDATION/ACTION REQUESTED

It is recommended that the City Council adopt the attached budget ordinance establishing funding in the amount of \$178,153 for the pass through grant from Guilford County and the United States Department of Homeland Security.

Attachment A

ORDINANCE AMENDING STATE, FEDERAL AND OTHER GRANTS FUND BUDGET FOR THE
APPROPRIATION OF DEPARTMENT OF HOMELAND SECURITY
GRANT FUNDS

Section 1

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO:

That the State, Federal, and Other Grants Fund Budget of the City of Greensboro is hereby amended as follows:

That the appropriation to the State, Federal and other Grants Fund be increased as follows:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
220-4072-01.5239	Misc. Equip.	\$178,153
TOTAL:		\$178,153

And, that this increase be financed by increasing the following State, Federal, and Other Grants Funds accounts:


<u>Account</u>	<u>Description</u>	<u>Amount</u>
220-4072-01.7100	Federal Grant	<u>\$178,153</u>
TOTAL:		\$178,153

Section 2

And, that this ordinance should become effective upon adoption.



City of Greensboro
City Council
Agenda Item

TITLE: Hazardous Materials Regional Response Team #5 06/07 Budget Amendment			
Department:	Fire	Current Date:	3/13/2006
Contact 1:	Bobby Nugent	Public Hearing:	No
Phone:	373-2319	Advertising Date:	N/A
Contact 2:	Warren Ritter	Advertised By:	N/A
Phone:	373-2387	Authorized Signature:	
Attachments:	Attachment A: Ordinance Amending State, Federal and Other Grants Fund budget for Hazardous Materials Regional Response Team		

PURPOSE

The City of Greensboro received a State Grant in the amount of \$57,000 for continuation of the Hazardous Materials Regional Response Team. A budget amendment needs to be approved by the City Council to permit the expenditure of funds.

BACKGROUND

This Hazardous Materials Regional Response Team is funded by the State at \$57,000 per year to fund daily operations. The financial obligation by the State pays for training, administrative costs, medical and workers compensation. The State provides a tractor-trailer response vehicle and equipment trailer to respond to hazardous material events.

The program allows the GFD to enhance its response capabilities in terms of resources that benefit the citizens and businesses of Greensboro.

BUDGET IMPACT

This item will not cost the City of Greensboro any additional funds.

RECOMMENDATION/ACTION REQUESTED

It is recommended that the City Council adopt the attached budget ordinance establishing funding in the amount of \$57,000 for the continuation of the Hazardous Materials Regional Response Team for the period of July 1, 2006 to June 30, 2007.

Attachment A

ORDINANCE AMENDING THE FEDERAL, STATE, AND OTHER GRANTS FUND BUDGET FOR THE 2006/2007 HAZARDOUS MATERIALS REGIONAL RESPONSE TEAM PROGRAM

Section 1:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO:

That the appropriation for the Federal, State, and Other Grants Fund Budget be increased as follows:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
220-4071-01.5239	Miscellaneous	\$18,000
220-4071-01.5428	Contracted Medical	\$15,000
220-4071-01.5520	Seminar/Training	\$19,000
220-4071-01.4730	Worker's Compensation	<u>\$ 5,000</u>
TOTAL		\$57,000

And, that this increase be financed by increasing the following Federal, State, and Other Grants Fund Budget accounts:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
220-4071-01.7110	State Grant	<u>\$57,000</u>
TOTAL:		\$57,000

Section 2:

And, that this ordinance should become effective upon adoption.



City of Greensboro
City Council
 Agenda Item

TITLE: Sanitary Sewer Rehabilitation Project "H", Contract 2003-16, Change Order #01

Department:	Water Resources	Current Date:	March 16, 2006
Contact 1:	Allan Williams	Public Hearing:	N/A
Phone:	2055	Advertising Date:	N/A
Contact 2:	Robbie Bald <i>RB</i>	Advertised By:	N/A
Phone:	2854	Authorized Signature:	Allan E. Williams, P.E. <i>[Signature]</i>
Attachments:	N/A		

PURPOSE:

Water Resources wishes to exercise the option to extend this contract to add other various locations for rehabilitation. In order for work to proceed, approval for the change order to 2003-16 is required by City Council.

BACKGROUND:

Contract 2003-16 was approved and authorized by City Council on August 26, 2003. The contract was awarded to Reynolds Inliner, Inc. in the amount of \$1,619,360.00. The contract called for the rehabilitation of 15,080 linear feet of sewer line by CIPP in the CBD and various locations around the city.

When this contract was bid, the City reserved the right to extend it as a "Unit Price Contract" on an annual (actual work months) basis with a specified cost escalation of 2% per year pending satisfactory performance. The Contractor's work to date has been outstanding, and Water Resources has found the need for rehabilitation of additional lines in Phillips Park, Greensboro CC and other various locations. The additional 8" -21" lines to be rehabilitated is approximately 11,000 linear feet, with approximately 45 manholes and 120 services, amounting to \$910,000.00

BUDGET IMPACT:

The additional funds for this change order will be charged to 503-7015-02.6017 Activity 06080 in the amount of \$910,000.00. This change order will result in a 56% increase in the contract amount to a total contract amount of \$2,529,360.00.

RECOMMENDATION / ACTION REQUESTED:

The Water Resources Dept recommends and requests that City Council approve Change Order #01 in the amount of \$910,000.00 to increase the contract amount of Contract 2003-16.

Item Number **23**



City of Greensboro
City Council
Agenda Item

TITLE: Resolution in Support of Development of a Ten Year Plan to End Homelessness

Department:	Housing and CD	Current Date:	3/22/2006
Contact 1:	Andy Scott <i>AS</i>	Public Hearing:	
Phone:	373-2028	Advertising Date:	
Contact 2:	Cynthia Blue	Advertised By:	
Phone:	433-7376	Authorized Signature:	<i>CB</i>
Attachments:	Resolution		

PURPOSE: The federal Interagency Council on Homelessness is encouraging local communities, counties and State governments to create a community planning process to address the needs of the chronically homeless. The City of Greensboro has joined together with High Point and Guilford County to create a Ten Year Plan to End Homelessness. The United Ways of Greensboro and High Point have volunteered to partner with us to provide administrative oversight for the planning process. This resolution states the City's commitment to the process and welcomes the partnership with the United Way organizations and the Homeless Prevention Coalition of Guilford County.

BACKGROUND: President Bush's administration has set a priority on ending the situation of chronic homelessness. The Interagency Council on Homelessness [www.ich.gov] is working across government agencies to target attention and resources to the issue. They are encouraging local communities to draft plans to end chronic homelessness in ten years. Federal agencies that fund housing and supportive services are linking funding applications to goals outlined in local plans.

The HUD definition of a chronically homeless person is an unaccompanied homeless individual with a disabling condition who has either: (1) been continuously homeless for a year or more, or (2) has had at least four episodes of homelessness in the past three years. The relatively few individuals in a community who fit this category typically consume a significant amount of emergency resources in shelters, jails, emergency rooms and other critical care sources. The Mayors of Greensboro and High Point and the Guilford County Commission Chair have appointed a 10 Year Plan to End Homelessness Task Force to examine the issue and report back on best practices and recommendations for ending homelessness. The United Ways of Greensboro and High Point and the Homeless Prevention Coalition of Guilford County have agreed to provide administrative oversight.

BUDGET IMPACT: \$15,000 has been provided from the FY 2005-06 Community Development Block Grant budget for technical assistance with the preparation of this Ten Year Plan to End Homelessness.

RECOMMENDATION / ACTION REQUESTED: Council recognition of the planning effort and approval of the partnership with High Point, Guilford County, the Homeless Prevention Coalition of Guilford County and the United Ways of Greensboro and High Point.

RESOLUTION IN SUPPORT OF THE DEVELOPMENT OF A TEN YEAR PLAN TO
END HOMELESSNESS

WHEREAS, the devastation caused by the hurricane season last year has highlighted the issues of poverty and homelessness everywhere;

WHEREAS, the response to that devastation has shown the power of focused efforts to assist those in need;

WHEREAS, many other communities across the nation have developed or begun the development of Ten Year Plans to End Homelessness; and

WHEREAS, when successfully implemented, these plans are alleviating human suffering and also creating significant cost savings to their communities by keeping families and individuals off the streets, out of emergency rooms and jails, and in appropriate housing;

WHEREAS, the success of these plans to date has resulted in strong bipartisan support for these planning efforts both in the federal government and in our North Carolina state government.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO:

1. That the City of Greensboro will commit to a countywide effort between the City of High Point, the City of Greensboro, and Guilford County to develop a Ten Year Plan to End Homelessness to be used to guide decision-making on issues of homelessness.
2. That the City of Greensboro will join with the City of High Point and Guilford County in asking the United Way of Greater High Point, the United Way of Greater Greensboro, and the Homelessness Prevention Coalition of Guilford County to partner with us to provide administrative oversight for the planning process.



City of Greensboro City Council Agenda Item

TITLE: General Water and Sewer Improvements Contract 2006-003

Department:	Engineering & Inspection	Current Date:	3/20/06
Contact 1:	Gary Stephenson	Public Hearing:	N/A
Phone:	336-373-2021	Advertising Date:	N/A
Contact 2:	Kevin Eason (Water Resources)	Advertised By:	N/A
Phone:	336-373-2895	Authorized Signature:	<i>Donnell S. Kuntz</i>
Attachments:	N/A		

PURPOSE:

The contract bids for Contract 2006-003 for general water and sewer construction have been received and reviewed by the Engineering Division. In order for the work to proceed, City Council approval is required.

BACKGROUND:

Bids were opened on March 16, 2006 for Contract 2006-003 for water and sewer construction within various areas in the city. The apparent lowest responsible bidder for the project was Yates Construction, Inc. with a bid of \$1,042,569.58. The engineer's estimate for the work is \$970,942.50.

We received three other bids for the work:

Triangle Grading & Paving	\$1,144,639.50
Baker Construction	\$1,464,428.20
J.R. Lynch & Sons, Inc.	\$1,478,537.00

The contract is scheduled to begin on April 29, 2006 and is to be completed by November 25, 2006.

BUDGET IMPACT:

Funding for the work is available from the following Water Resource accounts:

503-7015-02.6017 Act. No. 06079	\$729,865.01
503-7015-01.6016 Act. No. 06076	\$284,813.38
506-7005-01.6018 Act. No. 06074	\$ 27,891.19

RECOMMENDATION / ACTION REQUESTED:

It is recommended by the Engineering Division that City Council approve the bid and award Contract 2006-003 General Water and Sewer Construction to Yates Construction, Inc. for the bid amount of \$1,042,569.58.



City of Greensboro
City Council
Agenda Item

TITLE: Approval of Memorandum of Understanding (MOU) for the Triad Region Mobility Master Software and Hardware Project and Implementation for Paratransit – Phase 1

Department: Transportation

Current Date: 03-26-06

Contact 1: Jim Westmoreland

Public Hearing: N/A

Phone: 373-2863

Advertising Date: N/A

Contact 2: Libby James

Advertised By: N/A

Phone: 373-2820

Authorized Signature:

Attachments: - Memorandum of Understanding (MOU)
- GTA Board Supporting Resolution

PURPOSE:

To enhance Regional transit service, efficiency, and access; the transit systems represented in the Triad Region (Greensboro Transit Authority - GTA, High Point Transit, Guilford County Transportation, and the Piedmont Authority for Regional Transportation) have agreed to implement the transit information and management portion of the Triad Region ITS Deployment Plan as required by the Federal Transit Administration and encouraged by the NCDOT. This project will be a cooperative effort between the Triad Region transit systems and a collaborative effort with the selected software vendor (Trapeze). In order for the project to proceed, the elected or official body for each participating entity is required to execute the attached Memorandum of Understanding (MOU) and to authorize Phase 1 implementation. Therefore, City Council review and authorization is requested.

BACKGROUND:

The three local government operated transit systems (GTA, HI-TRANS, WSTA) and PART now allow individuals who use transit in the Triad to have the capability to travel between the three cities through the airport area. In order to make using public transportation in the Triad Region easy for the end user, the major transportation providers need to make it appear as seamless as possible. Information and data must appear to be available in one place even though multiple systems may be involved.

The Triad Regional ITS Deployment Plan would provided needed integration of technologies to allow seamless Regional transit operations and would be completed in three (3) phases. Phase 1 (Paratransit) would be implemented in FY 2006, Phase 2 (Fixed Route) would be implemented in FY 2007 and Phase 3 (Interactive Voice Response) would be implemented in FY 2008.

The Winston-Salem Transit Authority (WSTA) began implementing a mobility manager project (paratransit scheduling software package) for the City of Winston-Salem and Forsyth County approximately ten (10) years ago and is currently using the Trapeze suite of software products for the base of its mobility manager project. WSTA has agreed to be the host site and assist the other systems in building a regional mobility manager program.

The Triad Region systems have decided that the best way to begin to accomplish the task of seamless mobility is to build from the platform that WSTA has already developed and tested.

To support this effort, the Greensboro Transit Authority Board has endorsed the Triad Regional ITS Deployment Plan and has adopted the attached resolution approving the MOU and authorizing GTA to proceed with Phase 1 of the project (pending City Council approval).

BUDGET IMPACT:

The City's share of Phase 1 the Triad Region project is based on the number of software licenses being purchased and an equal share of the hardware, implementation, and training costs. Each Triad Region system will also be responsible for an equal share of the on-going operational cost of the project. The City's estimated project costs for FY 2007 are as follows:

• (10) Software Licenses	\$ 19,145.00
• Annual Operational Costs	\$ 39,800.00
Total	\$ 58,945.00

Funding to support this effort is currently programmed in GTA's proposed 06-07 budget request.

RECOMMENDATION / ACTION REQUESTED:

It is requested that the City Council approve the attached Memorandum of Understanding (MOU) for the Triad Region Mobility Master Software and Hardware Project and authorize the City to proceed with Phase I - Implementation for Paratransit.

MOU for the Triad Region Mobility Manager Software and Hardware Project Implementation for Paratransit / Phase 1

Memorandum of Understanding (MOU)

The Transit Systems represented in the Triad Region have agreed to purchase and use the same paratransit software application in the represented organizations. Each system may transition to the selected software vendor / application (Trapeze) at different times but the end result is to have a single software platform.

The Triad Region Mobility Manager Software and Hardware project will be a cooperative effort of the following agencies and a collaborative effort with the selected software vendor:

Lead Funding Agency	North Carolina Department of Transportation, Public Transportation Division
Roles and Responsibilities	<p>Primary funder of the System:</p> <ul style="list-style-type: none"> • Agrees to provide funding for 90% of the capital and software costs of the approved state grant applications • Agrees to fund 85% of the prorated annual maintenance and communication fees as an eligible expense in the community transportation grant process after the one year warranty is complete; once the 'go live' is achieved, legacy system costs will not be eligible for reimbursement • Agrees to have representation on the Implementation Team and to participate in meetings to resolve any issues • Expects as a requirement of funding that each agency will follow the implied and actual intent of this agreement • Failure to 'go live' and fully implement the system will result in repayment of 90% of the costs.
Contact	Miriam Perry, Director

Technical Assistance	North Carolina State University / Institute for Transportation Research and Education / Public Transportation Group
Roles and Responsibilities	<p>Technical Assistance Provider of the System:</p> <ul style="list-style-type: none"> • Agrees to provide assistance in implementation, business practice and organizational issues • Agrees to provide assistance in collecting "before and after" data and completing the analysis • Agrees to have representation on the Implementation Team • Agrees to participate in meetings / conversations to resolve any issues • Agrees to update definitions and other documents as appropriate • Agrees to facilitate implementation and use of the application, including user group activities
Contact	Debbie Collins, NC Transit Program Manager

Project Coordinator	City of High Point
Roles and Responsibilities	<p>Project Coordinator and project participant:</p> <ul style="list-style-type: none"> • Agrees to secure funding for the project from the Federal Transit Administration, NC Department of Transportation and other local and regional entities • Agrees to coordinate meetings to resolve hardware and communications issues • Agrees to provide a point of contact to be notified in case of problems. • Agrees to coordinate with all participants on upgrades and future enhancements • Agrees to coordinate periodic system evaluations as well as collect, review and respond, to "before and after" evaluation criteria • Agrees to facilitate the distribution of the payment of the annual maintenance fee across the systems <p>As Project Participant:</p> <ul style="list-style-type: none"> • Agrees to identify a System Champion; this person will also serve as the key system contact and on the Implementation Team • Agrees to ensure that all technology projects are listed in the Regional ITS Architecture; to perform architecture updates as needed and annually update the financial plan for implementing the architecture • Agrees to participate in meetings to resolve hardware and communications issues. • Agrees to participate in periodic system evaluations as well as collect, review and respond, to "before and after" evaluation criteria • Agrees to evaluate and if necessary modify current business practices, including billing, reporting, operating procedures and organization structure • Agrees to use, in practice and reporting functions, the vocabulary and definitions provided by NCDOT and ITRE • Agrees to involve all staff in training and implementation • Agrees to start the implementation within 60 days of receiving all contracts and 'go live' within 30 days of the completion of training for each phase • Agrees to fully implement the functions and to use the selected software and to respond to feedback given by the Implementation Team • Agrees to educate key stakeholders in the community and consumers regarding potential impacts and future enhancements in order to gain agency and community support • Agrees to participate in user group activities • Agrees to commit the necessary time for key staff during training and implementation and to deal with any costs that may arise • Agrees to create a cooperative arrangement with service contractors and hold them accountable in the use of the software application • Agrees to work to improve productivity and develop a performance measurement system • Agrees to pay prorated amount of the annual maintenance and communication fees
Contact	Angela W. Wynes

Participating Agency and Application Host	Winston-Salem Transit Authority
Roles and Responsibilities	<p>Host of the System and participating agency:</p> <ul style="list-style-type: none"> • Agrees to provide 24 / 7 support to the application on the server hosted at 1060 North Trade Street, Winston-Salem, NC 27101 – backups will be done daily so application is between 4:00 am and midnight. • Agrees to notify all participants of problems that would prevent the system from operating properly. • Agrees to coordinate meetings to resolve hardware and communications issues • Agrees to coordinate with all participants on upgrades and future enhancements <p>As Project Participant:</p> <ul style="list-style-type: none"> • Agrees to identify a System Champion; this person will also serve as the key system contact and on the Implementation Team • Agrees to provide a point of contact to be notified in case of problems. • Agrees to ensure that all technology projects are listed in the Regional ITS Architecture; to perform architecture updates as needed and annually update the financial plan for implementing the architecture • Agrees to participate in meetings to resolve hardware and communications issues. • Agrees to participate in periodic system evaluations as well as collect, review and respond, to "before and after" evaluation criteria • Agrees to evaluate and if necessary modify current business practices, including billing, reporting, operating procedures and organization structure • Agrees to use, in practice and reporting functions, the vocabulary and definitions provided by NCDOT and ITRE • Agrees to involve all staff in training and implementation • Agrees to start the implementation within 60 days of receiving all contracts and 'go live' within 30 days of the completion of training for each phase • Agrees to fully implement the functions and to use the selected software and to respond to feedback given by the Implementation Team • Agrees to educate key stakeholders in the community and consumers regarding potential impacts and future enhancements in order to gain agency and community support • Agrees to participate in user group activities • Agrees to commit the necessary time for key staff during training and implementation and to deal with any costs that may arise • Agrees to create a cooperative arrangement with service contractors and hold them accountable in the use of the software application • Agrees to work to improve productivity and develop a performance measurement system • Agrees to pay prorated amount of the annual maintenance and communication fees
Contact	Tomeka Cockerham

Participating Agency	City of Greensboro / Greensboro Transit Authority
Roles and Responsibilities	<p>User of the System</p> <ul style="list-style-type: none"> • Agrees to identify a System Champion; this person will also serve as the key system contact and on the Implementation Team • Agrees to ensure that all technology projects are listed in the Regional ITS Architecture; to perform architecture updates as needed and annually update the financial plan for implementing the architecture • Agrees to participate in meetings to resolve hardware and communications issues. • Agrees to provide a point of contact to be notified in case of problems. • Agrees to participate in periodic system evaluations as well as collect, review and respond, to "before and after" evaluation criteria • Agrees to evaluate and if necessary modify current business practices, including billing, reporting, operating procedures and organization structure • Agrees to use, in practice and reporting functions, the vocabulary and definitions provided by NCDOT and ITRE • Agrees to involve all staff in training and implementation • Agrees to start the implementation within 60 days of receiving all contracts and 'go live' within 30 days of the completion of training for each phase • Agrees to fully implement the functions and to use the selected software and to respond to feedback given by the Implementation Team • Agrees to educate key stakeholders in the community and consumers regarding potential impacts and future enhancements in order to gain agency and community support • Agrees to participate in user group activities • Agrees to commit the necessary time for key staff during training and implementation and to deal with any costs that may arise • Agrees to create a cooperative arrangement with service contractors and hold them accountable in the use of the software application • Agrees to work to improve productivity and develop a performance measurement system • Agrees to pay prorated amount of the annual maintenance and communication fees
Contact	Sherria Allen

Participating Agency	Guilford County
Roles and Responsibilities	<p>User of the System</p> <ul style="list-style-type: none"> • Agrees to identify a System Champion; this person will also serve as the key system contact and on the Implementation Team • Agrees to ensure that all technology projects are listed in the Regional ITS Architecture; to perform architecture updates as needed and annually update the financial plan for implementing the architecture • Agrees to participate in meetings to resolve hardware and communications issues. • Agrees to provide a point of contact to be notified in case of problems. • Agrees to participate in periodic system evaluations as well as collect, review and respond, to "before and after" evaluation criteria • Agrees to evaluate and if necessary modify current business practices, including billing, reporting, operating procedures and organization structure • Agrees to use, in practice and reporting functions, the vocabulary and definitions provided by NCDOT and ITRE • Agrees to involve all staff in training and implementation • Agrees to start the implementation within 60 days of receiving all contracts and 'go live' within 30 days of the completion of training for each phase • Agrees to fully implement the functions and to use the selected software and to respond to feedback given by the Implementation Team • Agrees to educate key stakeholders in the community and consumers regarding potential impacts and future enhancements in order to gain agency and community support • Agrees to participate in user group activities • Agrees to commit the necessary time for key staff during training and implementation and to deal with any costs that may arise • Agrees to create a cooperative arrangement with service contractors and hold them accountable in the use of the software application • Agrees to work to improve productivity and develop a performance measurement system • Agrees to pay prorated amount of the annual maintenance and communication fees
Contact	Fred Fontana

Participating Agency	Piedmont Authority for Regional Transportation
Roles and Responsibilities	<p>User of the System</p> <ul style="list-style-type: none"> • Agrees to identify a System Champion; this person will also serve as the key system contact and on the Implementation Team • Agrees to ensure that all technology projects are listed in the Regional ITS Architecture; to perform architecture updates as needed and annually update the financial plan for implementing the architecture • Agrees to participate in meetings to resolve hardware and communications issues. • Agrees to provide a point of contact to be notified in case of problems. • Agrees to participate in periodic system evaluations as well as collect, review and respond, to "before and after" evaluation criteria • Agrees to evaluate and if necessary modify current business practices, including billing, reporting, operating procedures and organization structure • Agrees to use, in practice and reporting functions, the vocabulary and definitions provided by NCDOT and ITRE • Agrees to involve all staff in training and implementation • Agrees to start the implementation within 60 days of receiving all contracts and 'go live' within 30 days of the completion of training for each phase • Agrees to fully implement the functions and to use the selected software and to respond to feedback given by the Implementation Team • Agrees to educate key stakeholders in the community and consumers regarding potential impacts and future enhancements in order to gain agency and community support • Agrees to participate in user group activities • Agrees to commit the necessary time for key staff during training and implementation and to deal with any costs that may arise • Agrees to create a cooperative arrangement with service contractors and hold them accountable in the use of the software application • Agrees to work to improve productivity and develop a performance measurement system • Agrees to pay prorated amount of the annual maintenance and communication fees
Contact	Scott Rhine

We the undersigned agree to participate and cooperate in the development and installation of the Triad Mobility Manager Software and Hardware Implementation project, Paratransit / Phase 1.

(Seal)



Cephi C. Henson-Sweet
Witness

City of High Point

[Signature]

Authorized Representative

(Seal)

Efthymia D. Pappalardo
Witness

Guilford County

[Signature]

Authorized Representative

Piedmont Authority for Regional Transportation

(Seal)

Witness

Authorized Representative

City of Greensboro

(Seal)

Witness

Authorized Representative

City of Winston-Salem

(Seal)

Witness

Authorized Representative

North Carolina State University / Institute for Transportation
Research and Education / Public Transportation Group

(Seal)

Witness

Authorized Representative

North Carolina Department of Transportation, Public
Transportation Division

(Seal)

Witness

Authorized Representative



City of Greensboro
City Council
Agenda Item

TITLE: New Garden Road Phase II Widening

Department: Engineering & Inspections Current Date: 3-16-06

Contact 1: Bobby Price Public Hearing: N/A

Phone: Ext. 4654 Advertising Date: N/A

Contact 2: Tony Cox Advertised By: N/A

Phone: Ext. 2302 Authorized Signature: *Tony Cox*

Attachments: Vicinity Map & Engineering Records Map 549

PURPOSE:

Property Management is in the process of acquiring rights-of-way and easements for the New Garden Road Phase II Widening Project. City Council approval is required to proceed with the transaction.

BACKGROUND:

Property Management hired an independent appraiser to evaluate the taking for the property identified as tax map 3-175-832-35, located at 1820 New Garden Road and owned by Robert C. & Reva D. Semones. The appraised amount was reported to be \$73,000.00. The owners have agreed with the appraised value and are willing to sell the needed right-of-way and easements, for the appraised amount. Property Management is confident that this is a fair value and request City Council to approve the appraised amount.

BUDGET IMPACT:

Funding is available in GDOT Construction account number 402-4531-01.6012 activity 03216

RECOMMENDATION / ACTION REQUESTED:

Property Management recommends that City Council approve the appraised amount of \$73,000.00 for the purchase of the required rights-of-way and easements for the New Garden Road Phase II Widening Project.

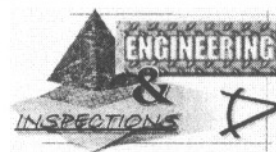
Agenda Item: 27

OBK



Vicinity Map for

Project: New Garden Road Widening Phase II
Owner: Robert C. & Reva D. Semones
Address: 1820 New Garden Rd
Tax Map #: 3-175-832-35



Engineering Records Map 549

Compiled By: M. Milton
03-15-06

New Garden Rd

Area in Proposed Margin Tract 8E-A = 4652 Sq. Ft.

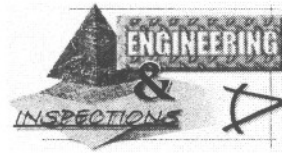
Area in PSE Tract 8E-B = 1145 Sq. Ft.

Area in 5' TCE 8E-C = 990 Sq. Ft.

Robert C. & Reva D. Semones
Tax Map #: 3-175-832-35

Engineering Records Map 549

Project: New Garden Road Widening Phase II
Owner: Robert C. & Reva D. Semones
Address: 1820 New Garden Rd
Tax Map #: 3-175-832-35



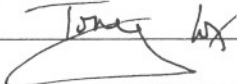
Engineering Records Map 549

Compiled By: M. Milton
03-15-06



City of Greensboro
City Council
Agenda Item

TITLE: New Garden Road Phase II Widening

Department:	Engineering & Inspections	Current Date:	3-10-06
Contact 1:	Bobby Price	Public Hearing:	N/A
Phone:	Ext: 4654	Advertising Date:	N/A
Contact 2:	Tony Cox	Advertised By:	N/A
Phone:	Ext 2302	Authorized Signature:	
Attachments:	Vicinity Map & Engineering Records Map 527		

PURPOSE:

Property Management is in the process of acquiring rights-of-way and easements for the New Garden Road Phase II Widening Project. City Council approval is required to proceed with the transaction.

BACKGROUND:

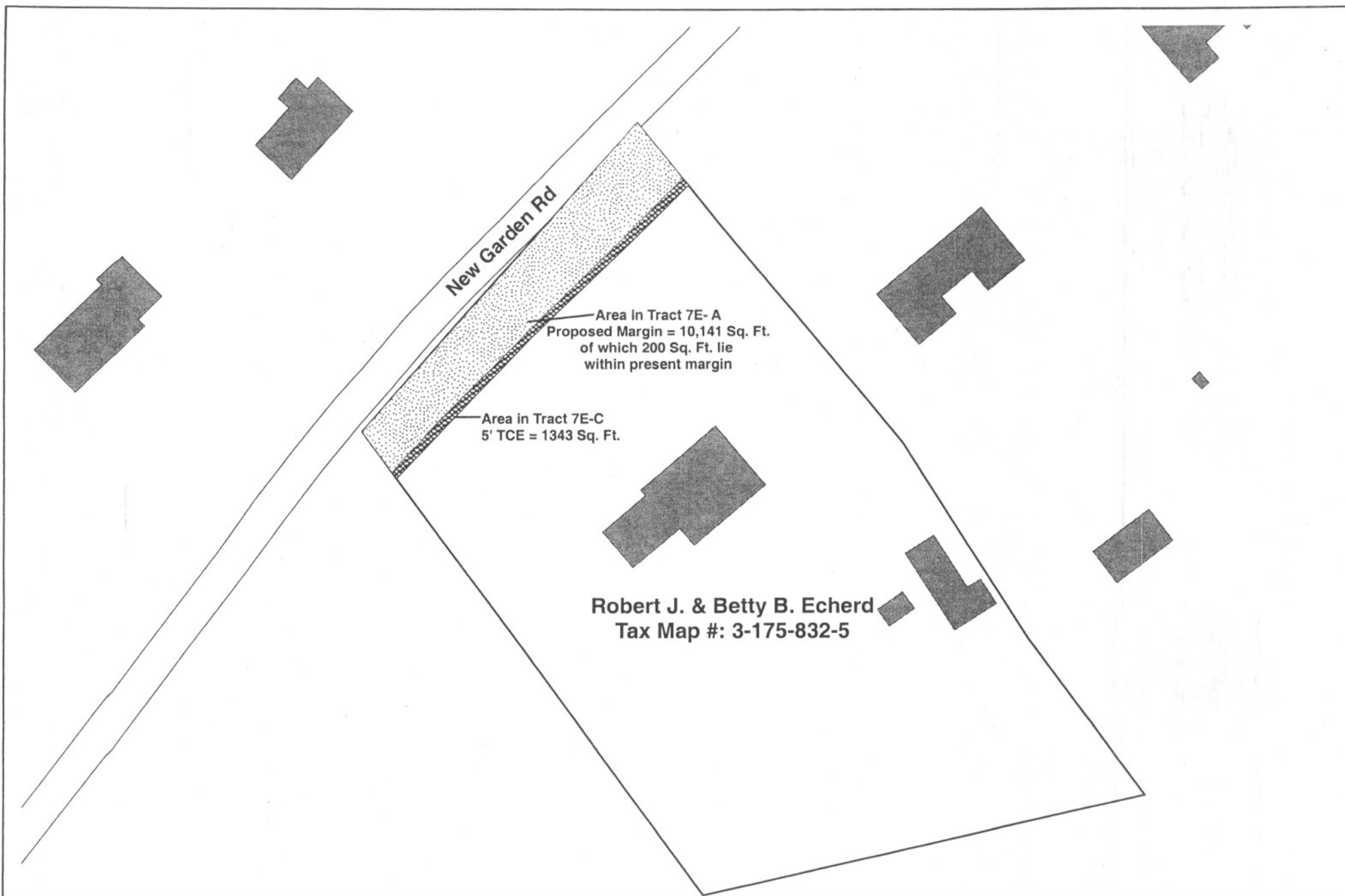
Property Management hired an independent appraiser to evaluate the taking for the property identified as tax map 3-175-832-5 located at 1816 New Garden Road and owned by Dr. Robert J. & Betty B. Echerd. The appraised amount was reported to be \$104,000.00. The owners have agreed with the appraised value and are willing to sell the needed right-of-way and easements, for the appraised amount. Property Management is confident that this is a fair value and request City Council to approve the appraised amount

BUDGET IMPACT:

Funding is available in GDOT Construction account number 402-4531-01.6012 activity 03216

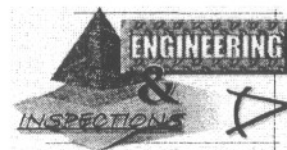
RECOMMENDATION / ACTION REQUESTED:

Property Management recommends that City Council approve the appraised amount of \$104,000.00 for the purchase of the required rights-of-way and easements for the New Garden Road Phase II Widening Project.



Engineering Records Map 527

Project: New Garden Road Widening
Owner: Robert J. & Betty B. Echerd
Address: 1816 New Garden Rd
Tax Map #: 3-175-832-5



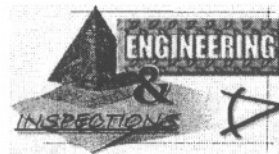
Engineering Records Map 527

Compiled By: M. Milton
10-26-05



Vicinity Map for

Project: New Garden Road Widening
Owner: Robert J. & Betty B. Echard
Address: 1816 New Garden Rd
Tax Map #: 3-175-832-5



Engineering Records Map 527

Compiled By: M. Milton
10-26-05



City of Greensboro
City Council
Agenda Item

TITLE: Hornaday Road Extension

Department:	Engineering & Inspections	Current Date:	3/15/06
Contact 1:	Tony Cox	Public Hearing:	N/A
Phone:	373-2679	Advertising Date:	N/A
Contact 2:	Kim Thore	Advertised By:	N/A
Phone:	373-2302	Authorized Signature:	<i>Tony Cox</i>
Attachments:	Vicinity Map and Engineering Records Map		

PURPOSE:

The Property Management Section of the Engineering & Inspections Department is in the process of acquiring right of way and easements for the Hornaday Road Extension project. City Council approval is required to proceed with proposed transaction.

BACKGROUND:

Property Management has reached an agreement with Guilford Mills to purchase property rights at 5644 Hornaday Road, tax map number 1-28-931-58. The property to be acquired includes 88,087 SF Fee Simple Right of Way, 9,152 SF Permanent Slope Easement, 196 SF Permanent Drainage Easement and 6,811 SF Temporary Construction Easement.

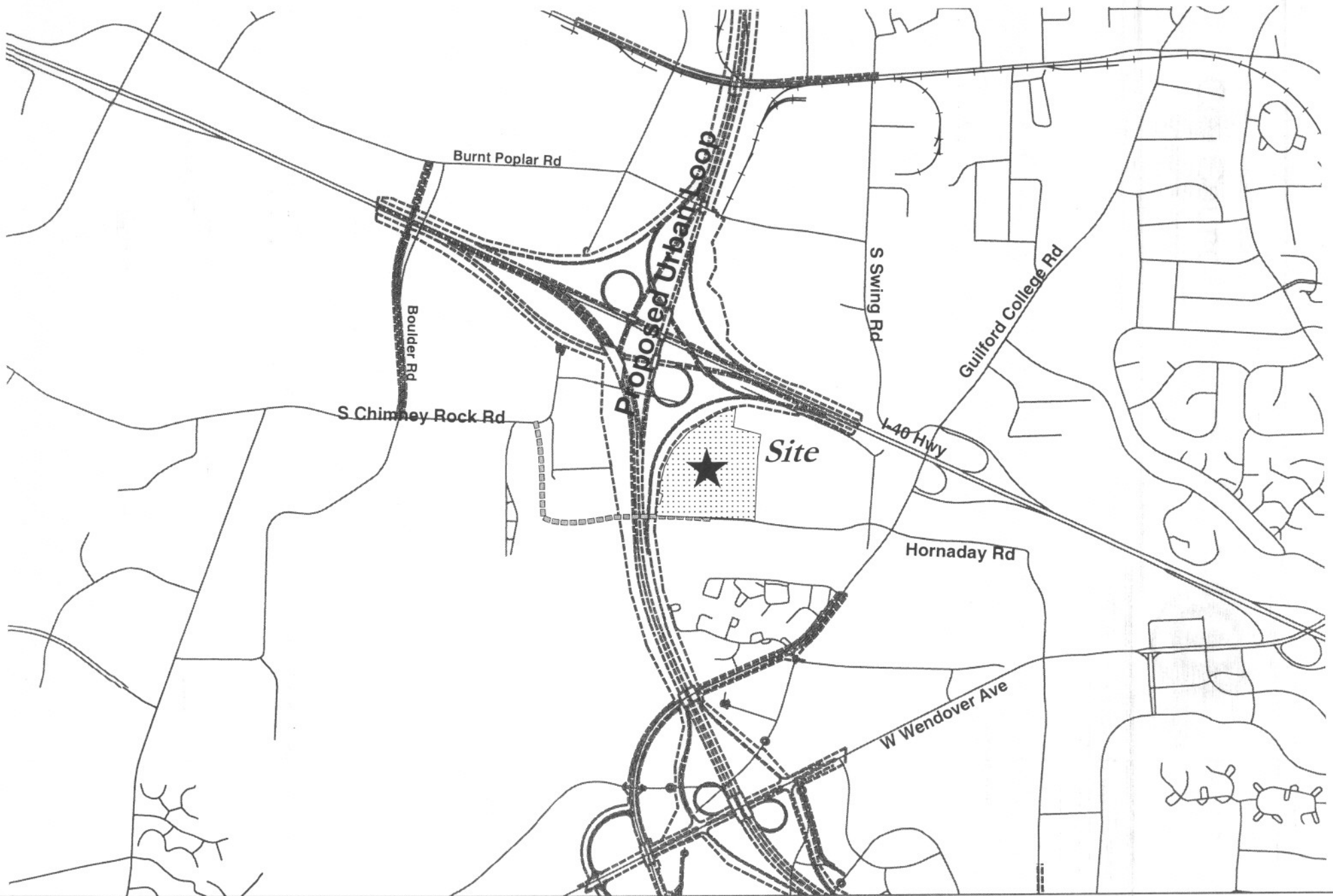
As a part of the negotiations Guilford Mills requested that the City install a turn lane into their property. The engineer's estimate, for installing the turn lane, is \$48,174.00. The property was not appraised; however, recent sales of similar properties in the area indicate a value of \$2.00 per square foot. Guilford Mills has agreed to accept \$2.00 per square foot at a value of \$194,408.00, less the turn lane installation estimate, for a total agreed upon amount of \$146,234.00.

BUDGET IMPACT:

Funding is available in account number 220-4564-01.6012 Activity # 05123.

RECOMMENDATION / ACTION REQUESTED:

Property Management recommends that City Council approve the negotiated amount of \$146,234.00 for the purchase of the required right of way and easements from Guilford Mills for the Hornaday Road Extension project.



Vicinity Map for

Project: Hornaday Road Extension P4160

Owner: Guilford Mills Inc.

Address: 5644 Hornaday Rd

Tax Map #: 1-28-931-058



Engineering Records Map 551

Compiled By: M. Milton
03-20-06

Proposed Urban Loop

Guilford Mills Inc.
Tax Map #: 1-28-931-058

Existing NC DOT Permanent
Utility Easement

68' Duke Power Transmission
Line Easement

Area in PSE Tract 9N-B1 = 3463 Sq. Ft.

Area in TCE Tract 9N-C = 6811 Sq. Ft.

Area in PSE Tract 9N-B2 = 5689 Sq. Ft.

Area in Proposed Margin Tract
9N-A2 = 5756 Sq. Ft.

Proposed Hornaday Rd

Existing Hornaday Rd

Area in PDE Tract
9N-E = 196 Sq. Ft.

Area in Tract 9N-A1 = 82,331 Sq. Ft.

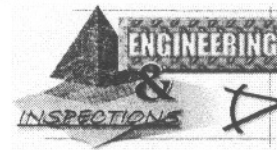
Engineering Records Map 551

Project: Hornaday Road Extension P4160

Owner: Guilford Mills Inc.

Address: 5644 Hornaday Rd

Tax Map #: 1-28-931-058



Engineering Records Map 551

Compiled By: M. Milton
03-20-06



City of Greensboro City Council Agenda Item

TITLE: Greene Streetscape & Intersection Improvements – Change Order #1

Department:	Engineering & Inspections	Current Date:	March 9, 2006
Contact 1:	Lanny Rhew	Public Hearing:	N/A
Phone:	2302	Advertising Date:	N/A
Contact 2:	Dale Clark	Advertised By:	N/A
Phone:	2372	Authorized Signature:	<i>Albert L. Rhew</i>
Attachments:	N/A		

PURPOSE: The City is in the process of installing Streetscape improvements along Greene Street from Friendly to McGee Street. During the course of the construction, many unforeseen soil conditions were encountered as well as the addition of aesthetic features. In order for the contractor to proceed with the work, approval of a change order in the amount of \$395,448.00 to the contract is required by City Council.

BACKGROUND: Contract 2004-018 was approved by City Council on January 4, 2005, and awarded to Triangle Grading and Paving, Inc. in the amount of \$2,280,221.26. The contract calls for improving storm water conditions, providing additional on-street parking and providing aesthetic enhancements including trees and concrete pavers in pedestrian areas.

This change order is the result of significant amounts of soil removal and replacement due to unsuitable soils encountered. The following items were added at the request of GDOT for aesthetic enhancement to the project. It was decided during the bid process that we would allow the contractor to provide a price for electrical enhancements through a change order due to the timing of the decision to add these features. Additional tree pits were added to the original design. Washington Street resurfacing was added to the contract as it was adjacent to this project and in need of repair. There was a significant additional amount of worn sidewalk and curb & gutter removal and replacement requested in order to provide a more uniform appearance to the project. The change order will result in a 17% increase in the contract amount to a total contract amount of \$2,675,669.26.

BUDGET IMPACT: The funding for this change order can be found in Account Number 402-4531-01.6014 Activity 03217 in the amount of \$368,660.00; Account Number 402-4531-01.6015 Activity 03218 in the amount of \$26,788.00.

RECOMMENDATION / ACTION REQUESTED: Engineering & Inspections requests that City Council approve Change Order #1 in the amount of \$395,448.00 to increase the contract amount of Contract 2004-018

Item Number 30



City of Greensboro
City Council
Agenda Item

TITLE: Waste Disposal Contract

Department:	Environmental Services Department	Current Date:	March 27, 2006
Contact 1:	Jeryl W. Covington	Public Hearing:	NA
Phone:	373-2787	Advertising Date:	NA
Contact 2:	Greg Dingman	Advertised By:	NA
Phone:	373-7660	Authorized Signature:	<i>Jeryl W. Covington</i>
Attachments:	Attachment A: Contract with Republic Services of North Carolina, LLC		

PURPOSE: City Council is requested to approve the municipal solid waste disposal contract with Republic Services of North Carolina, LLC.

BACKGROUND:

The City of Greensboro opened bids for the management of municipal solid waste on March 17, 2005. Republic Services of North Carolina, LLC was the apparent low bidder for disposing municipal solid waste at the Uwharrie Environmental Landfill in Mt. Gilead, NC with a bid of \$19.00 (2005 dollars) per ton.

The City of Greensboro has completed negotiation of the five-year disposal contract. Initiation of the contract will commence with the operation of the City's municipal solid waste transfer station but no later than September 1, 2006.

BUDGET IMPACT:

The annual contract amount is dependant on the volume of waste collected and transported to the Uwharrie Environmental Landfill. The annual volumes can range from 60,000 tons per year to 200,000 tons per year. In addition, the quoted disposal price includes an annual adjustment based upon the consumer price index. The estimated annual contract amount is approximately \$3,161,600.00. Funding for this contract is available from account number 551-6509-09.5429

RECOMMENDATION / ACTION REQUESTED:

The Environmental Services Department recommends that City Council authorize the municipal solid waste disposal contract with Republic Services of North Carolina, LLC.



CITY OF GREENSBORO

NORTH CAROLINA

P.O. BOX 3136
GREENSBORO, NC 27402-3136

Date: March 27, 2006

To: Mitchell Johnson
Deputy City Manager

From:  Jeryl W. Covington
Director, Environmental Services Department

Reference: Request for Contract Authorization
Republic Services of North Carolina, LLC
Waste Disposal Services

Background

The City of Greensboro issued a revised request for proposals in February 2005 for the management of the City's municipal solid waste. The revised request identified options for transportation and/or disposal from the City's transfer station, transportation and disposal from a privately owned and operated transfer station, and full management and operation of the City's transfer station.

Responses to the request for proposal were received and reviewed on March 17, 2005. Transportation quotes were received from First Tee Transport, Hilco Transport, and Long Brothers of Summerfield, Inc. BFI Waste Systems of North America, Inc. and Republic Services of North Carolina, LLC submitted quotes for disposal; and, Republic Services of North Carolina, LLC submitted a quote for the utilization of a privately owned transfer station. No bids were received on the private management of the City's transfer station.

Evaluation of the bids concluded that Republic Services of North Carolina, LLC was the apparent low bidder for municipal solid waste disposal services at their Uwharrie Environmental Landfill located in Mt. Gilead, North Carolina. The price per ton for disposal was quoted at \$19.00 (2005 dollars) with a full annual consumer price index adjustment. The first year's contracted price for municipal solid waste disposal services is \$19.76 per ton.

Requested Action

The Environmental Services Department recommends the award of a five year contract to Republic Services of North Carolina, LLC. The contract will not initiate prior to construction completion of the transfer station (July 2006) and activities must commence before September 1, 2006.

Budget and Financial Data:

The annual budget of the disposal contract is dependant on the amount of waste collected and transported through the City's transfer station. The waste generation rates can range from 60,000 tons per year to 200,000 tons per year. The annual contract amount is estimated to be \$3,161,600.00. Account number 551-6509-09.5429 will be utilized.

attachment: Republic Services, LLC contract

DISPOSAL AGREEMENT

THIS DISPOSAL AGREEMENT ("Agreement") is entered into as of this ^{24th} day of March, 2006, by and between **THE CITY OF GREENSBORO**, a political subdivision of the State of North Carolina (the "Customer"), and **REPUBLIC SERVICES OF NORTH CAROLINA, LLC**, a limited liability company authorized to conduct business in the State of North Carolina (the "Landfill Operator").

RECITALS

WHEREAS, the Landfill Operator owns and operates a solid waste landfill known as the Uwharrie Environmental Landfill, located at 500 Landfill Road, Mt. Gilead, North Carolina 27306, North Carolina (the "Landfill");

WHEREAS, the Customer is, among other things, in the business of transporting (or arranging for the transportation of) solid waste to the landfills, including the Landfill, for disposal;

WHEREAS, the Customer desires to dispose of waste hauled by the Customer from the Transfer Station, and the Landfill Operator desires to accept the same for disposal, upon the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, agree as follows:

1. Definitions. For the purpose of this Agreement, the following terms shall have the meanings set forth below:

(a) "Affiliate" shall have the meaning set forth in Rule 12b-2 of the General Rules and Regulations under the Securities and Exchange Act of 1934, as amended, and shall additionally include successors, designees and assigns.

(b) "Agreement" means this Agreement between the Customer and the Landfill Operator, as modified, supplemented or restated from time to time, together with any exhibits, schedules or attachments hereto.

(c) "Customer" means the City of Greensboro as the owner of a solid waste transport facility located at 6310 Burnt Poplar Road, Greensboro, North Carolina.

(d) "Disposal Facility" or "Landfill" means the landfill known as the Uwharrie Environmental Landfill, located at 500 Landfill Road, Mt. Gilead, North Carolina

27306, and owned and/or operated by the Landfill Operator, or its Affiliate, or any other solid waste landfill which may be designated by the Landfill Operator as consented to in writing by Customer if such request for consent is practical. If not practical, Landfill Operator must notify Customer of the alternative location within twenty-four (24) hours. Upon notification, Landfill Operator may only continue to deliver Customer's solid waste to the alternative location upon the written consent of Customer. Notification shall be made in accordance with all other notifications provided for herein.

(e) "Effective Date" means thirty (30) days from the Customer's receipt of all necessary permits to operate the Transfer Station but no later than September 1, 2006. If this matter does not become effective on or before September 1, 2006 this agreement shall be null and void unless a later date is mutually agreed upon by the parties.

(f) "Environmental Laws" means all applicable laws, directives, rules, ordinances, codes, guidelines, regulations, governmental, administrative or judicial orders or decrees or other legal requirements of any kind, including, without limitation, common law, whether currently in existence or hereafter promulgated, enacted, adopted or amended, relating to safety, preservation or protection of human health and the environment (including ambient air, surface water, groundwater, land or subsurface strata) and/or relating to the handling, treatment, transportation or disposal of waste, substances or materials (whether hazardous or non-hazardous), including, without limitation, any matters related to the Release and/or threatened Release of hazardous or non-hazardous waste, materials and substances.

(g) "Fees and Taxes" means any federal, state, local or other taxes, assessments, fees, surcharges or similar charges (collectively charges) directly or indirectly related to the acceptance and/or disposal of Waste that are imposed on the Disposal Facility and/or the Landfill Operator by law, ordinance, rule, regulation and/or agreement with a governmental authority, whether imposed retroactively or prospectively, and which assessments, fees, surcharges or similar charges were not anticipated by the Landfill Operator at the time of the execution of this agreement. However, changes shall not be retroactively imposed in excess of thirty days from the effective date of the charge.

(h) "Force Majeure" means any event relied upon by the Landfill Operator as justification for delay in, or as excuse from complying with, any obligation required of the Landfill Operator under this Agreement, including, without limitation: (i) an act of God, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) any act of any federal, state, county or local court, administrative agency or governmental office or body that stays, invalidates or otherwise affects this Agreement, the operation of, or any permits or licenses associated with or related to, the Disposal Facility with respect to the acceptance and/or disposal of Waste provided such action is not a result of the acts of Landfill Operator; (iii) (a) the denial, loss, suspension, expiration, termination, failure of renewal, or (b) the attainment of any maximum disposal amounts within any applicable time period, of any permit, license or other governmental approval required to accept and/or dispose of Waste provided such action is not a result of the acts of Landfill Operator; (iv) the adoption or change (including a change in interpretation or enforcement) of any federal, state, county or local law, rule, permit, regulation or ordinance after the Effective Date hereof, applicable to the obligations hereunder, including,

without limitation, such changes that have a substantial or material adverse effect on the cost of performing the contractual obligations herein; (v) the institution of a legal or administrative action or similar proceeding by any person or entity that delays or prevents any aspect of the acceptance and/or disposal of Waste provided such action is not a result of the acts of Landfill Operator.; or (vi) the failure of the Landfill Operator to obtain an expansion of the Disposal Facility for the acceptance and disposal of Waste provided such action is not a result of the acts of Landfill Operator.

(i) "Hazardous Materials" means any pollutant, contaminant, hazardous or toxic substance, constituent or material, including, without limitation, petroleum products and their derivatives, or other substances, regulated under or pursuant to any Environmental Laws. The term Hazardous Materials also includes Hazardous Waste (as herein defined), and any pollutant, contaminant, hazardous or toxic substance, constituent or material, including, without limitation, petroleum products and their derivatives, or other substance that is, on or after the Effective Date of this Agreement, deemed hazardous by any judicial or governmental entity, body or agency having jurisdiction to make that determination. The term "Hazardous Materials" shall be construed to have the broader, more expansive definition where a conflict exists in the definitions of "Hazardous Materials" employed by two (2) or more governmental entities having concurrent or overlapping jurisdiction over Hazardous Materials.

(j) "Hazardous Waste" means any waste or materials defined as hazardous pursuant to US Code of Federal Regulations Section 40 CFR 261.3 and all its subpart; and after the Effective Date of this Agreement, any waste or materials deemed hazardous by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

(k) "Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration into the indoor or outdoor environment, including, without limitation, the movement of Hazardous Materials through the ambient air, soil, subsurface water, groundwater, wetlands, lands or subsurface strata.

(l) "Special Waste" means non-hazardous waste that requires special handling or management due to its composition or volume. All such waste must comply with the Disposal Facility's Special Waste procedures prior to acceptance.

(m) "Ton" means 2,000 pounds.

(n) "Transfer Station" shall mean that certain transfer station located at 6310 Burnt Poplar Road, Greensboro, North Carolina owned by the Customer.

(o) "Unacceptable Waste" means any and all solid waste that the Disposal Facility is not authorized to accept for disposal pursuant to its permits and licenses, including, without limitation, highly flammable substances, Hazardous Materials, Hazardous Waste, liquid wastes, certain pathological and biological wastes, explosives, radioactive materials and any other materials deemed by state or federal law, or in the reasonable discretion of the Customer and Landfill Operator, after a review by Landfill Operator of the Waste received by Customer to jointly deemed to be dangerous or threatening to health or the environment or the operations

conducted at the Disposal Facility. Such a review by the parties shall occur annually to ensure no new and potentially unwanted waste enters the Disposal facility.

(p) "Waste" means any and all non-hazardous solid waste delivered by the Customer to the Disposal Facility, and which the Disposal Facility is legally permitted to accept for disposal pursuant to the terms of its operating permit(s), including, but not limited to, municipal solid waste and Special Waste.

2. Term. The term of this Agreement shall commence on the Effective Date and, unless earlier terminated pursuant to Section 3.03, Section 4.01, Section 4.08, Section 5 or Section 10, this Agreement shall remain in full force for a period of five (5) years from the Effective Date (the "Initial Term"). This Agreement may be renewed by mutual, written agreement of the Parties hereto ("Renewal Term") executed prior to the expiration of the Initial Term or of any Renewal Term. All references herein to the "Term" of this Agreement shall be deemed to include any and all Renewal Terms. All references herein to the "Term" of this Agreement shall be deemed to include any and all Renewal Terms.

3. Disposal Fees.

3.01 The Customer shall pay the Landfill Operator disposal fees of nineteen dollars and seventy-six cents (\$19.76) per Ton for the disposal of Waste at the Disposal Facility during the Term of this Agreement, plus (i) any Fees and Taxes, and (ii) any increased operational costs or expenses incurred by the Landfill Operator, to the extent not reflected in the Consumer Price Index (CPI) and resulting from changes in the cost of fuel, labor, or insurance and increases caused by the adoption or change (including a change in interpretation or enforcement) of any Environmental Laws, whether imposed retroactively or prospectively (in total, the "Disposal Rate"). Upon each anniversary of the Effective Date of this Agreement, the Disposal Rate shall be increased by the annual percentage increase in the Consumer Price Index for All Urban Consumers, United States City Average, All items as issued by the Bureau of Labor Statistics for the month of January. The term "Disposal Rate" as used in this Agreement shall include any adjustments made pursuant to the immediately preceding sentence.

3.02 If the Landfill Operator performs disposal services outside its regular business hours or provides any additional services not addressed in Section 3.04, the Landfill Operator may adjust the Disposal Rate to offset the additional costs in performing such services.

3.03 The Landfill Operator shall send the Customer a monthly invoice for disposal fees owed for the previous month. The Customer shall pay the Landfill Operator the full amount invoiced within forty five (45) days of receipt of the same. Unpaid invoices shall carry interest at one and one half percent (1.5%) per month. The obligation of the Customer to pay disposal fees and any other amounts payable hereunder, shall be absolute and unconditional. In the event that the Customer fails to timely pay any outstanding amount, the Landfill Operator may, in addition to any other remedies available to the Landfill Operator, immediately suspend the Customer's right to dispose of Waste at the Disposal Facility and/or declare the Customer in breach and terminate this Agreement.

3.04 In the event that (i) any Waste requires special handling or management due to its composition or volume, or (ii) the Landfill Operator agrees to dispose of any Unacceptable Waste, the Customer and the Landfill Operator shall determine in advance, on a case-by-case basis, the charge to the Customer for the Landfill Operator's disposal of such wastes; payment for any such charges shall be upon the terms set forth at Section 3.03 above.

4. Delivery and Acceptance of Waste.

4.01 Each calendar month during the Term the Customer agrees to deliver, and shall deliver, to the Disposal Facility for disposal, Waste the Customer transports and/or collects during the month from the Transfer Station. The Customer guarantees to deliver a minimum of sixty thousand (60,000) tons of Waste to the Operator per year. The Operator is required to properly account for the weight of each load of Waste delivered to the Disposal Facility each day utilizing scales approved by the state of North Carolina.

4.02 The Landfill Operator shall have the right to weigh all vehicles delivering Waste by or on behalf of the Customer to the Disposal Facility. At any time, the Landfill Operator may confirm the tare weight of any vehicle delivering Waste to the Disposal Facility by or on behalf of the Customer.

4.03 The Customer acknowledges that the Landfill Operator intends to reject Waste that, in the Landfill Operator's sole determination, would be in violation of this Agreement, the Landfill Operator's then existing licenses or permits, or would result in a violation of applicable federal, state or local laws, rules, regulations, ordinances or orders.

4.04 Ownership of Waste delivered to the Landfill by or on behalf of the Customer shall pass to and be accepted by the Landfill Operator when the vehicle transporting the Waste is fully unloaded at the Disposal Facility. Ownership of Unacceptable Waste delivered to the Disposal Facility by or on behalf of the Customer shall not pass to the Landfill Operator at any time unless the Landfill Operator agrees in writing in advance to accept such Unacceptable Waste. Ownership of Hazardous Materials delivered to the Disposal Facility by the Customer shall never pass to the Landfill Operator but, if discovered, shall be promptly removed by the Customer and, if not promptly removed, may be removed and properly disposed of by the Landfill Operator at Customer's expense.

4.05 The Landfill Operator may detain and inspect the contents of all vehicles delivering Waste to the Disposal Facility. The Customer agrees to monitor and inspect on a regular basis the contents of its vehicles in order to ensure that the Waste being delivered to the Disposal Facility contains no Unacceptable Waste.

4.06 The Customer shall not deliver to, or dispose of, any Unacceptable Waste at the Disposal Facility unless such action has been agreed to in advance, in writing, by the Landfill Operator and the Unacceptable Waste is of a type permitted to be disposed of in the Landfill. Unless otherwise agreed to in advance, if any Unacceptable Waste is delivered to the Disposal Facility by or on behalf of the Customer, the Landfill Operator shall have the right to refuse or reject such waste, or if not detected prior to acceptance at the Disposal Facility, the

Landfill Operator may remove such waste and assure its proper disposal, all at the Customer's expense, which expense the Customer agrees to promptly pay upon presentation by the Landfill Operator of an invoice setting forth the costs in reasonable detail.

4.07 To the extent that any improper delivery of Waste by Customer (including, without limitation, Unacceptable Waste) disrupts, or otherwise affects, the normal operations of the Disposal Facility, or to the extent that the Landfill Operator incurs any liabilities, obligations, costs, expenses (including attorneys' fees and costs) or damages as a result of the delivery of such waste, the Customer shall be liable to the Landfill Operator for such liabilities, obligations, costs, expenses or damages, and upon presentation by the Landfill Operator of an accounting in reasonable detail, the Customer shall promptly pay, perform and discharge the Landfill Operator for and indemnify and hold the Landfill Operator harmless against all such liabilities, obligations, costs, expenses or damages that the Landfill Operator incurs as a result of the improper delivery.

4.08 In addition to any other remedies provided in this Agreement, the Landfill Operator may suspend the Customer's right to dispose of Waste at the Disposal Facility pursuant to this Agreement and/or terminate this Agreement upon repeated deliveries or the one-time intentional delivery of Unacceptable Waste by the Customer, as such are determined by the Landfill Operator in consultation with the Customer. In such event, the Landfill Operator shall notify the Customer in writing of its intention to suspend the Customer's right to dispose of Waste at the Disposal Facility pursuant to this Agreement and/or terminate this Agreement, and such suspension and/or termination shall become effective upon receipt of such notice by the Customer.

4.09 The Landfill Operator shall not be responsible for the transportation of Waste to the Disposal Facility. The Landfill Operator shall not be responsible for the transportation or redelivery to the Customer, or elsewhere, of any waste, including, without limitation, Unacceptable Waste, delivered to the Disposal Facility by or on behalf of the Customer.

4.10 During the Term of this Agreement, the Customer shall not subcontract or otherwise vest in any third party any or all of its rights, duties or obligations under this Agreement.

5. Suspension and Termination. In addition to the rights of the Landfill Operator to suspend the Customer's right to dispose of Waste at the Disposal Facility pursuant to this Agreement and/or terminate this Agreement pursuant to Section 3.03, Section 4.01, Section 4.08, Section 10 or other applicable sections of this Agreement, and in addition to any other remedies available to the Landfill Operator, the Landfill Operator shall have the right to suspend the Customer's right to dispose of Waste at the Disposal Facility pursuant to this Agreement and/or terminate this Agreement upon (i) any breach or default of any representation or warranty of the Customer set forth in this Agreement upon thirty (30) days written notice and such breach or default remaining uncured at the end of such thirty (30) day period, unless such breach or default can be cured and the Customer is undertaking reasonable, good faith efforts to cure the same, in which case an additional thirty (30) days shall be allowed to cure such breach or default prior to

any rights of suspension or termination or (ii) any breach or default of any covenant or agreement of the Customer set forth in this Agreement upon thirty (30) days written notice and such breach or default remaining uncured at the end of such thirty (30) day period, unless such breach or default can be cured (except for Section 3.03 and Section 4.08 hereof, which shall not be subject to any cure) and the Customer is undertaking reasonable, good faith efforts to cure the same, in which case an additional thirty (30) days shall be allowed to cure such breach or default prior to any rights of suspension or termination. Upon any suspension and/or termination pursuant to Section 3.03, Section 4.01, Section 4.08, Section 10, the immediately preceding sentence or any other applicable provision of this Agreement, the Landfill Operator shall have the right to recover any damages against the Customer, including, without limitation, to recover from the Customer as damages any unpaid amounts due at the time of such suspension and/or termination, plus interest thereon, pursuant to this Agreement, and any other amount necessary to compensate the Landfill Operator for all detriment or damages proximately caused by the Customer's failure to perform its obligations under this Agreement or which in the ordinary course of things would be likely to result therefrom. In the event of an event of Force Majeure, the Landfill Operator may suspend the Customer's right to dispose of Waste at the Disposal Facility pursuant to this Agreement, and the Landfill Operator shall not have any liability to the Customer due to such event of Force Majeure or such suspension, and, furthermore, in the event that an event of Force Majeure continues unabated for a period of sixty (60) days and renders the Landfill Operator unable, wholly or in part, to carry out any material part of its obligations under this Agreement, then the Landfill Operator shall have the right to terminate this Agreement and shall not have any liability to the Customer due to such event of Force Majeure or such termination.

6. Representations, Warranties, Covenants and Agreements of the Customer.

6.01 The Customer represents and warrants to the Landfill Operator that the Customer is a political subdivision of the State of North Carolina.

6.02 The Customer represents and warrants to the Landfill Operator that this Agreement has been duly executed and delivered by the Customer and constitutes a legal, valid and binding obligation of the Customer, enforceable against the Customer in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general equitable principles, regardless of whether such enforceability is considered in a proceeding at law or in equity.

6.03 The Customer represents and warrants to the Landfill Operator that the Customer has the corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and the undersigned representative of the Customer has the corporate power and authority to execute and deliver this Agreement on behalf of the Customer. The Customer has taken all action necessary to authorize the execution and delivery of this Agreement, the performance of its obligations hereunder and the consummation of the transactions contemplated hereby to be consummated by Customer.

6.04 The Customer represents and warrants to the Landfill Operator that its execution and delivery of this Agreement is not in violation of any law, regulation, rule, ordinance, court order or decree, or administrative ruling including but not limited to any law, regulation, rule or ordinance related to the bidding and award of state and local governmental contracts within the State of North Carolina.

6.05 The Customer hereby waives and covenants and agrees to take all actions necessary in the future to waive any and all sovereign immunity with respect to the transactions contemplated hereunder and consents to be sued in a court of competent jurisdiction in any matter arising under this Agreement.

7. Insurance. The Customer and any subcontractor of the Customer agree to maintain at all times during the Term insurance coverages as reasonably requested by the Landfill Operator, including, without limitation, the following:

- (a) Workers' Compensation: Statutory
- (b) Employer's Liability: \$2,000,000/occurrence
- (c) Automobile Liability
Bodily Injury, Property Damage,
Contractual Liability & Sudden and
Accidental Pollution \$2,000,000/occurrence
- (d) Commercial General Liability
Personal Injury, Property Damage
& Contractual Liability Combined \$5,000,000/occurrence

All such insurance policies shall provide that they shall not be canceled and no material changes in coverage shall be made without at least thirty (30) days prior written notice to the Landfill Operator. With the exception of any Workers' Compensation policies, the Landfill Operator shall be named as additional insureds under all of the Customer's insurance policies. The Customer agrees to waive all rights of recovery by way of subrogation against the Landfill Operator, their Affiliates, successors and assigns in connection with any claims and/or damages covered by any of the insurance policies required under this section, and the Customer agrees that it shall cause all such insurance policies to provide that the insurance company waives all rights of recovery by way of subrogation against the Landfill Operator, their Affiliates, successors and assigns in connection with any claims and/or damages covered by such policies. Certificates of insurance or other documentation provided by the Customer and acceptable to the Landfill Operator as evidencing the requirements set forth above shall be delivered to the Landfill Operator prior to the Customer performing any services hereunder and shall be attached as Exhibit A.

8. Performance Bond. The Landfill Operator shall provide the Customer with a performance bond in the amount of \$1,185,600 prior to the Effective Date of this Agreement.

9. Indemnification. The Customer agrees to indemnify, protect, defend, save and hold harmless the Landfill Operator, its parent corporations, partners, members, subsidiaries and Affiliates, and the officers, directors, shareholders, agents, employees, representatives, attorneys, successors and assigns thereof, from any loss, claim, liability, penalty, fine, forfeiture, demand, cause of action, suit and costs and expenses incidental thereto (including all court and settlement costs, attorneys' fees, and expert witness and consultation fees), caused by or resulting from (i) any negligent or willful act or omission of the Customer or its agents, employees, contractors, subcontractors or representatives in connection with this Agreement, including the Customer's negligent execution of, or failure to execute, its duties or obligations under this Agreement, (ii) a breach by the Customer of any of the covenants, agreements, representations, warranties, duties or obligations of the Customer set forth in this Agreement and/or (iii) the presence or disposal of Unacceptable Waste in the Disposal Facility that was delivered to the Disposal Facility by the Customer or by others on its behalf. Nothing contained in this Section 9 or any other provision of this Agreement is intended to authorize the Customer to subcontract any or all of its duties and/or obligations under this Agreement.

10. Notices. All notices or other communications to be given hereunder shall be in writing and shall be sent by facsimile, overnight delivery or registered or certified United States mail, return receipt requested, properly addressed as follows:

To the Landfill Operator:

Uwharrie Landfill
500 Landfill Rd
Mt. Gilead, NC 27306
Facsimile: (910) 576-3698
Attn: General Manager

With a copy to:

Republic Services of North Carolina, LLC
P. O. Box 2943
Hickory, NC 28603
Facsimile: (828) 464-6922
Attn: Vice-President

To the Customer:

City of Greensboro
P.O. Box 3130
Greensboro, NC 27402
Attn: City Manager

With a copy to:

City of Greensboro

P.O. Box 3130
Greensboro, NC 27402
Attn: Director of Environmental Services

11. Internal Audit. Landfill Operator agrees to an audit of its records associated with this agreement by the Customer's Internal Audit division at a time and place reasonable to the Landfill Operator. Such audit shall only include documents generated and maintained in association with the discharged of the duties of this agreement. In not instance shall Customer have access during this audit to documents considered Proprietary in nature. The audit shall take place at a time and in a manner so as not to disrupt the operations to Landfill.

12. Transfer or Assignment of Agreement. This Agreement, and the rights and privileges granted to the parties pursuant to this Agreement, shall be binding upon and inure to the benefit of the successors of such parties hereto; provided, however, that no party may transfer or assign (whether by operation of law, merger or otherwise) this Agreement, or its rights or obligations under this Agreement, except that the Landfill Operator may transfer and/or assign (whether by operation of law, merger or otherwise) this Agreement, and its rights and obligations under this Agreement, to any Affiliate, subsidiary and/or successor of the Landfill Operator or any successor to the ownership or operation of the Disposal Facility. In addition, in the event that the Customer is involved in any merger, consolidation, reorganization, incorporation or other combination or transaction, whether by operation of law or otherwise, which results in a new third party succeeding to the Customer's rights and obligations under this Agreement, the Landfill Operator shall have the right to terminate this Agreement at any time upon forty five (45) days written notice to the Customer or its successor.

13. Miscellaneous. This Agreement sets forth the entire agreement and understanding of the parties hereto with respect to the subject matter of this Agreement and supersedes all arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of either party hereto. This Agreement may not be modified, amended, supplemented, canceled or discharged, except by written instrument executed by all of the parties hereto. There are no restrictions, representations, warranties, covenants or undertakings other than those expressly set forth or referred to herein. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted the waiver. The provisions of this Agreement are independent of and severable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that any provision may be invalid or unenforceable in whole or in part. Except as contemplated in Section 10 of this Agreement, this Agreement is not intended to confer upon any third parties, other than the parties hereto, any rights or remedies. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. All covenants with respect to any payment obligations of any party hereto and Sections 4.04, 4.06, 4.07, 4.09, 4.10, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 of this Agreement shall survive the suspension or termination of this Agreement for any reason. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. In the event of any legal action or proceeding arising out of or related to this Agreement, the prevailing party shall be entitled to recover from such losing party all of its reasonable costs and expenses incurred in connection with such proceeding, including, without

limitation, court costs and reasonable attorney's fees and expert witness and consultation fees, incurred at either the trial or appellate levels.

14. Confidentiality. The Customer agrees that it shall not, except as required by law or valid legal process or with the written consent of the Landfill Operator, disclose the terms of this Agreement, or any documents or information obtained through or by way of this Agreement, to any person, firm, corporation, association or other entity for any purpose or reason whatsoever, unless required by law or judicial order.

15. Arm's Length Negotiations. Each party herein expressly represents and warrants to all other parties hereto that (a) before executing this Agreement, said party has fully informed itself of the terms, contents, conditions and effects of this Agreement; (b) said party has relied solely and completely upon its own judgment in executing this Agreement; (c) said party has had the opportunity to seek and has obtained the advice of counsel before executing this Agreement; (d) said party has acted voluntarily and of its own free will in executing this Agreement; (e) said party is not acting under duress, whether economic or physical, in executing this Agreement; and (f) this Agreement is the result of arm's length negotiations conducted by and among the parties and their respective counsel.

16. Construction. The parties agree and acknowledge that they have jointly participated in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. If any party has breached any representation, warranty or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached shall not detract from or mitigate the fact that the party is in breach of the first representation, warranty or covenant.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first above written.

LANDFILL OPERATOR:

**REPUBLIC SERVICES OF NORTH
CAROLINA, LLC**, a North Carolina limited
liability company,

By: Drew Isenhour
Name: Drew Isenhour
Title: V.P.

ATTESTED:

By: Jill Spriggle
Name: Jill Spriggle
Title: Adm. Asst.

SEAL:



Recommended by:

Environmental Services Director

Date: _____

FINANCE DEPARTMENT
City of Greensboro, North Carolina

By: _____

Date: _____

Printed

Name: _____

Title: _____

This instrument has been preaudited in the manner
required by the Local Government Budget and Fiscal Control Act.

Approved as to form:
LEGAL DEPARTMENT
City of Greensboro, North Carolina

By: _____

Date: _____

Printed

Name: _____

Title: _____

CITY MANAGER'S OFFICE
City of Greensboro, North Carolina

By: _____

Date: _____

Printed

Name: _____

Title: _____

CITY CLERK
City of Greensboro, North Carolina

By: _____

Date: _____

Printed

Name: _____

Seal:

1194580v10

EXHIBIT A

Certificate(s) of Insurance

See attached.



City of Greensboro
City Council
Agenda Item

TITLE: Discussion with regard to Project Homestead

Department:	Legislative	Current Date:	3-28-06
Contact 1:	Councilmember Tom Phillips	Public Hearing:	N/A
Phone:	373-2396	Advertising Date:	N/A
Contact 2:		Advertised By:	N/A
Phone:		Authorized Signature:	<i>Joanita F. Loper</i>
Attachments:	None		

PURPOSE:

At the March 28, 2006 Council Briefing, Councilmember Tom Phillips requested that this item be added to the agenda for Council discussion. It was the consensus of those Council members in attendance to add the item to the April 4 agenda.

RECOMMENDATION / ACTION REQUESTED:

That the members of the City Council discuss Project Homestead.

DISBURSEMENTS MADE BY THE CITY TREASURER

9-Mar-06

The following report covering voucher numbers 142793 through 143390 in the amount of \$4,748,258.72 is submitted for your information

Vouchers issued against approved contracts for service & construction projects

CH2M Hill, Inc. - professional services for cyanide level testing at Osborne & N. Buffalo plants	\$ 14,708.99
Lord & Co. - professional services for database & scada programming	18,032.63
Pro Concrete Construction - replacement of curb & gutter	48,846.75
Brooks General Contractors - field house facilities for Leonard & Peeler Centers	18,789.50
Halvorson Design Partnership - landscape design services for Center City Park	14,777.98
HDR Engineering - construction design for solid waste transfer station	24,018.12
Laughlin-Sutton Construction - general contractor for solid waste transfer station	243,129.51
Mustang Enterprises - general sidewalk improvements	78,309.86
Woolpert LLP - designs services for Barber Park Community Center	31,729.00
Answerthink - professional services to develop fund sufficiency analysis form & design studio forms	18,000.00
Apac Atlantic Inc. - Elm/Eugene Street roadway improvements	105,000.00
Duncan Assoc. - professional services for LDO project	13,980.00
S&ME - professional services for Lee's Chapel tank renovations	10,572.50
Utility Service Co. - Lee's Chapel Road water tank rehab project	103,788.00
Ralph Whitehead Assoc. - Ballinger Road Bridge replacement project	10,246.58
Clear View Strategies LLC - marketing services plan for Transportation Dept.	35,962.42
Learning Environments - replace bleachers at various Recreation Centers	65,037.94
Conner Sport Court - replace gym floors at Caldcleugh, Folk & Smith Centers	70,281.82
Triangle Grading - Greene Street improvements	39,395.88

Vouchers issued against approved contracts for equipment, supplies & items purchased by Council approval

City of Burlington - home buyer's assistance through HOME program	133,203.05
Room at the Inn - expenses for shelter operations	24,049.61
Data Select Systems - annual software maintenance agreement	30,745.00
Sign-A-Rama - signs for Coliseum	18,488.18
Twin States Equipment - truck mounted sweeper	128,301.00

Greensboro Chamber of Commerce - contract payment for WIA program	\$ 19,550.00
Clinard Oil Co. - unleaded & diesel fuel	40,723.53
Kyle's Friendly Service - unleaded & diesel fuel	74,876.93
Oldcastle Precast - precast slabs for Water Resources	13,703.52
Transource - refuse trucks	342,592.00
Downtown Greensboro Improvement Corp. - third quarter contribution	100,000.00
Guilford County Emergency Services - EMS services	10,912.50
Kyle's Friendly Service - unleaded & diesel fuel	19,725.76
Pomeroy Computer Resources - phones	13,024.57
Priority Consultants - EMD/EFD certifications for Fire Dept.	78,762.49
Triad Business Solutions - lease of equipment for Print Shop	12,401.61
Clifton Parker Construction - lead rehab services for 1631 Rankin Road	24,858.00
Sidley, Austin, Brown & Wood LLP - professional services for GO bonds	75,977.56
Tournament Host - hosting services for ACC Tournament	28,574.00
Womble, Carlyle, Sandridge & Rice - professional services for GO street improvement bonds	15,287.16
Harley-Davidson Kawasaki - motor cycles for Police Dept.	82,074.76
Monticello Auto Wholesalers - purchase of vehicle	15,700.00
Brenntag Southeast - chemicals	10,261.86
Stockhausen - chemicals	35,764.54
Gateco Oil Co. - bio diesel & diesel fuel	47,025.40
Kyle's Friendly Service - unleaded & diesel fuel	17,811.28
Potter Oil - bio diesel fuel	25,218.93
Cain's Builders - lead rehab services for 2503 Liberty Road	22,602.00
Coggin, Blackwood & Brannan - purchase & closing cost for 1220 Randolph Avenue for Arlington Park project	90,264.50
Greensboro Housing Authority - phase 2 of infrastructure funding agreement	34,874.48
MBNA America Delaware - procurement card charges	553,005.03
Thompson-Arthur Paving Co. - asphalt	24,363.56
Hackney Emergency Vehicles - purchase of tractor	57,997.00
Hersey Meters Co. - water meters	17,066.50
Monticello Auto Wholesalers - purchase of vehicle	25,500.00
Raleigh Winwater Works Co. - hydrants for Water Resources	47,884.64
Roto Industries - refuse containers	16,450.21
USA Staffing - temporary services	23,712.44
Carolina Environmental Systems - parts for refuse trucks	12,592.07
Lankford Protective Services - security services	55,311.74
Scotties Building Service - glass cleaning services for Coliseum	15,300.00

Vouchers issued against budget for payroll & fringe benefits

Standard Insurance Co. - life insurance premiums	75,287.33
Wachovia - gross Coliseum payroll expense for period ended 02/26/06	30,470.70
Wachovia - gross Coliseum payroll expense for period ended 03/05/06	53,059.53

Vouchers issued against approved resolutions & real estate purchases

Foster Rich & Co. - appraisals for properties for Battleground Trail project	\$	12,350.00
Cardinal Investment Inc. - purchase of fee simple, right of way & easements for Lawndale Drive sidewalk project		16,811.00

Vouchers issued against budget authorization not under contract

Duke Power Co. - utilities - street lighting bill	186,990.42
Bell South - phone services	20,342.25
Piedmont Natural Gas - utilities	31,314.43
Duke Power Co. - utilities	161,410.35
Piedmont Natural Gas - utilities	16,664.60
Bell South - phone services	10,828.68
Duke Power Co. - utilities	20,610.78
Duke Power Co. - utilities	14,123.28

Page Totals	\$ 4,051,408.24
Vouchers less than \$10,000.00	696,850.48
Total Issued	<u>4,748,258.72</u>